



OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION

REQUEST FOR PROPOSALS FOR TESTING SERVICES

RFP-2025-ADMIN-02

DUE DATE 3/28/2025 4:00 PM (EASTERN TIME)

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SECTION I - OVERVIEW AND SCHEDULE OF EVENTS

1. **Background:**

- 1.1. The purpose of this RFP invitation is to establish a contract for Testing Services for the State of New Hampshire, Office of Professional Licensure and Certification (OPLC) in accordance with requirements of this RFP invitation.
- 1.2. The mission of the New Hampshire Office of Professional Licensure and Certification is to create a regulatory environment favorable to workforce opportunities while protecting the public through efficient and economic support to New Hampshire's professional licensing boards. The OPLC provides administrative support to fifty-seven (57) professional licensing boards, commissions, and councils responsible for licensing and regulating their professions within the State of New Hampshire. This support includes facilitating written licensure examinations.

2. **Scope of Work:**

- 2.1. The OPLC is seeking vendors that can develop content for and/or administer examinations for a variety of license types within the agency. Currently, OPLC envisions these testing services contract(s) to administer examinations in the disciplines listed below:

2.1.1. **Section 1: National Interstate Council of State Boards of Cosmetology (NIC) written and practical examinations:**

- 2.1.1.1. Cosmetology;
- 2.1.1.2. Nail Technology;
- 2.1.1.3. Esthetics;
- 2.1.1.4. Barber Styling;
- 2.1.1.5. Barber 1;
- 2.1.1.6. Instructor; and,
- 2.1.1.7. Permanent Cosmetics/Micropigmentation.

2.1.2. **Section 2: Jurisprudence & Theory Examinations:**

- 2.1.2.1. Chiropractor Jurisprudence Examination;
- 2.1.2.2. Dental Examiner Jurisprudence Examination;
- 2.1.2.3. Engineer Jurisprudence Examination;
- 2.1.2.4. Forester Jurisprudence Examination;
- 2.1.2.5. Funeral Director Jurisprudence Examination;
- 2.1.2.6. Land Surveyor Jurisprudence Examination;
- 2.1.2.7. Midwifery Jurisprudence Examination;
- 2.1.2.8. Naturopathic Jurisprudence Examination;
- 2.1.2.9. Optometrist Jurisprudence Examination;
- 2.1.2.10. Psychologist Jurisprudence Examination;
- 2.1.2.11. Septic System Evaluator Jurisprudence Examination;
- 2.1.2.12. Soil Scientist Theory Examination;
- 2.1.2.13. Veterinarian Jurisprudence Examination; and,
- 2.1.2.14. Wetlands Scientist Theory Examination.

2.1.3. **Section 3: Real Estate Commission Examinations:**

- 2.1.3.1. Real Estate Salesperson (National Portion);
- 2.1.3.2. Real Estate Salesperson (State Portion);
- 2.1.3.3. Real Estate Broker (National Portion); and,
- 2.1.3.4. Real Estate Broker (State Portion).

2.1.4. **Section 4: Real Estate Appraiser Examinations:**

- 2.1.4.1. Licensed Residential Appraiser;
- 2.1.4.2. Certified Residential Appraiser; and,

- 2.1.4.3. Certified General Appraiser.
- 2.1.5. Additional exam disciplines may be added to any resulting contract(s), contingent upon mutual agreement between the parties and subject to Governor and Executive Council approval if applicable.
- 2.2. The successful vendor(s) shall have several in-person examination sites to accommodate required in-person testing, as well as electronic testing for written examinations.
- 2.3. The successful vendor(s) shall have the ability to schedule examinations electronically, which includes, but is not limited to:
 - 2.3.1. Accepting exam date/time reservations from examinees electronically.
 - 2.3.2. Collecting payments in a secure manner in accordance with payment card industry (PCI) standards.
 - 2.3.3. Providing accommodations for testing, as approved by the appropriate regulatory agency.
- 2.4. The successful vendor(s) shall:
 - 2.4.1. Work with OPLC to ensure examination questions are current and encompass any changes to laws and/or rules that impact licensure.
 - 2.4.2. Ensure the approval of the examination design by the regulatory authority, prior to use.
 - 2.4.3. Ensure any changes to the examination design and/or content are expeditiously provided to OPLC for review and/or approval prior to use.
- 2.5. The successful vendor(s) shall ensure a variety of testing sites and times are available from which the examination candidate can choose. The selected vendor must:
 - 2.5.1. Ensure examination site information is readily available online for all candidates seeking examination services.
 - 2.5.2. Collect and process payments for examination services.
 - 2.5.3. Collect documentation, as required, from candidates.
 - 2.5.4. Provide written instructions for taking the examination, ensuring maximum information is available to candidates.
- 2.6. The successful vendor(s) shall provide customer services to examination candidates and the OPLC. The selected vendor(s) must, at a minimum:
 - 2.6.1. Ensure a method to receive telephone calls and messages twenty-four (24) hours per day, seven (7) days per week.
 - 2.6.2. Respond to customer inquiries no later than two (2) business days from receiving a message for a return call.
 - 2.6.3. Provide meaningful access to services for individuals who may not speak English as their primary language.
 - 2.6.4. Ensure communications are written in an easy-to understand manner, in accordance with the profession in which examination services are sought.
- 2.7. The successful vendor(s) shall ensure a grievance process is in place to resolve complaints.

3. Schedule of Events:

- 3.1. The following table provides a Schedule of Events for this RFP through contract finalization and approval. The State reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

EVENT	DATE & TIME (EST)
RFP Released to Vendors / Inquiry Period Begins	March 12, 2025
Vendor Inquiry Period Ends (Final Inquiries due)	March 21, 2025
Final Date and Time for Proposal Submission	March 28, 2025 @ 4:00 ET
Estimated Date of Vendor Selection	Week of March 31, 2025
Anticipated Effective Contract Start Date	April/May of 2025

SECTION II - PROPOSAL SUBMISSION, DEADLINE, AND INSTRUCTIONS

4. **Proposal Submission:**

- 4.1. Proposals submitted in response to this RFP must be received by the OPLC no later than the time and date specified in the Timeline section, herein. Proposals may be submitted by email to OPLC.Contracts@OPLC.NH.GOV, U.S. mail, or other delivery service.
- 4.2. If emailing submission, include one complete proposal with pricing as a separate document.
- 4.3. If hard copy submission, include one complete proposal with pricing and five (5) copies.
- 4.4. Hard copy proposals must be addressed to:
RFP-2025-ADMIN-02, Jesse Wilcox, Contracts Administrator
Office of Professional Licensure and Certification
7 Eagle Square
Concord, NH 03301
- 4.5. Email responses must be labeled with the following information:
State of New Hampshire RFP-2025-ADMIN-02
Due Date: March 21, 2025, at 4:00 PM (ET)
Testing Services
- 4.6. Late submissions will not be accepted and will be returned to the bidders unopened. Delivery of the Proposals shall be at the bidder's expense. The time of receipt shall be considered when a Proposal has been officially documented by the Office of Professional Licensure and Certification, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail or mail that is not delivered or is undeliverable for any reason. Any damage that may occur due to shipping shall be the Bidder's responsibility.

5. **Vendor Inquiries:**

- 5.1. All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be submitted via email to Jesse G. Wilcox, at OPLC.Contracts@OPLC.NH.GOV.
- 5.2. Inquiries must be received no later than the conclusion of the Bidder Inquiry Period (see Timeline). Inquiries received later than the conclusion of the Bidder Inquiry Period shall not be considered properly submitted and may not be considered.

6. **Addenda:**

- 6.1. In the event it becomes necessary to add to or revise any part of this RFP prior to the scheduled submittal date, the Office of Professional Licensure and Certification will post on our web site any Addenda at [Contracts & Procurements | NH Office of Professional Licensure and Certification](#) by clicking on "OPEN REQUESTS FOR PROPOSALS" and selecting the respective RFP. Before your submission and periodically prior to the RFP closing, vendors are required to check the site for any addenda or other materials that may have been issued affecting the RFP.
- 6.2. Restriction of Contact with State Employees:
- 6.3. From the date of release of this RFP until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with the State regarding this RFP is prohibited unless first approved by the RFP points of contact listed herein. State employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential Contractor during the selection process, unless otherwise authorized by the RFP Point of Contact. Vendors may be disqualified for violating this restriction on communications.

7. **Validity of Proposal:**

- 7.1. Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in paragraph 3.

SECTION III - PROPOSAL CONTENT AND REQUIREMENTS

8. Proposal Organization:

8.1. Proposals should adhere to the following outline:

- 8.1.1. Cover Page
- 8.1.2. Transmittal Letter
 - 8.1.2.1. Appendix B
- 8.1.3. Table of Contents
- 8.1.4. Executive Summary
- 8.1.5. Glossary of Terms and Abbreviations
- 8.1.6. Responses to Mandatory Topics
- 8.1.7. Bidder Qualifications
- 8.1.8. Experience
- 8.1.9. Vendor Staff Qualifications
- 8.1.10. Price Proposal

8.2. The first page of the Vendor's Proposal should be a cover page containing the following text at a minimum:

**STATE OF NEW HAMPSHIRE
Office of Professional Licensure and Certification
RESPONSE TO RFP-2025-ADMIN-02 Testing Services**

- 8.3. The cover page should also include the Vendor's name, contact person, contact telephone number, address, city, state, zip code, fax number, and email address.
- 8.4. The length of the response shall not exceed forty (40) pages.

9. Transmittal Letter:

9.1. The Vendor must submit a signed Transmittal Letter with their response using "Appendix B: Transmittal Letter" template provided on the following page. Any electronic alteration to the content of this Transmittal Letter template is prohibited. Any such changes shall result in a Proposal disqualification.

10. Table of Contents:

10.1. The Vendor must provide a table of contents with corresponding page numbers relating to its Proposal.

11. Executive Summary:

11.1. The executive summary will provide an overview of the Vendor's proposed solution and services highlighting those factors that they believe distinguish their Proposal.

12. Glossary of Terms and Abbreviations:

12.1. Provide a glossary of all terms, acronyms, and abbreviations used in the Vendor's Proposal.

13. Responses to Mandatory Topics:

13.1. Include the responses to the topics in Section IV - Evaluation of Proposals in the technical proposal. The Vendor must document the ability to meet the Requirements of this RFP.

14. Bidder Qualifications:

- 14.1. Provide details regarding the bidder's experience and ability to provide services with following items at a minimum.
- 14.1.1. Full legal company name;
 - 14.1.2. Year business started;
 - 14.1.3. If applicable, information on any parent/subsidiary relationships with any other company or companies;
 - 14.1.4. State of incorporation;
 - 14.1.5. Location of headquarters;

- 14.1.6. Current number of people employed;
- 14.1.7. Details of any litigation your company may be a party to in which an adverse decision might result in a material change in the company's financial position or future viability;
- 14.1.8. Presence in the State of New Hampshire;
- 14.1.9. Identification of which services are provided via the bidder and those being resold or provided by a subcontractor;
- 14.1.10. Sub-contractor including company name, address, contact person and three references for clients they are currently servicing.

15. Experience:

- 15.1. Describe the length and scope of your experience providing similar service with regards to Testing Services and exam administration.

16. Vendor Staff Qualifications:

- 16.1. Provide information on the Vendor's staff that will be involved in this project.

17. Price Proposal:

- 17.1. Vendor's Price Proposal must be based on the worksheets formatted as described in "Section VII – Offer". The Vendor shall assume all reasonable travel and related expenses. All labor rates will be "fully loaded", including, but not limited to meals, hotel/housing, airfare, car rentals, car mileage, and out-of-pocket expenses.

18. Supplemental Information:

- 18.1. Bidder may furnish such supplemental information as the bidder believes will be valuable to the selection committee in evaluating its qualifications, the qualifications of its personnel, and the merits of its proposal.
- 18.2. In this section a bidder may feature those elements of its firm, its personnel, or its proposal which distinguish it from other bidders likely to submit proposals.

SECTION IV - Evaluation of Proposals

19. Criteria for Evaluation and Scoring:

- 19.1. Each Proposal will be evaluated and considered regarding the following criteria:
- 19.2. The Evaluation Committee will use a scoring scale of 100 points; a maximum of 25 points awarded for the Proposed Solution & Vendor Presentation; a maximum of 25 points awarded for the Vendor’s Technical, Service, and Exam Administration Experience; a maximum of 30 points awarded for Bidder Qualifications/Experience; and a maximum of 20 points awarded based on the Price Proposal. The maximum points that will be awarded are shown in the table below.

CATEGORIES	POINTS
Proposed Solution & Vendor Presentation	25
Vendor’s Technical, Service, and Exam Administration Experience	25
Bidder Qualifications/Experience	30
Price Proposal	20
TOTAL POTENTIAL POINTS	100

- 19.3. The evaluation team will select a Bidder based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Technical scoring will be based off consensus scoring.

20. Technical Proposal:

- 20.1. Each technical proposal shall provide comprehensive answers to the mandatory topics below:
- 20.1.1. Provide your proposed plan to work with OPLC to gather necessary information to evaluate current testing practices and procedures that ensures minimal staff disruptions.
 - 20.1.2. Include your proposed plan to introduce potential changes to testing methods, practices and/or procedures that ensures consideration of the Boards and OPLC.
 - 20.1.3. Include your proposed plan to communicate examination requirements with licensees.
 - 20.1.4. Provide your proposed plan that ensures meaningful access to services for individuals who do not have English as their primary language. Include the number and types of languages you can accommodate.
 - 20.1.5. Provide your proposed plan to communicate the testing services you provide with schools while ensuring schools do not have access to testing instruments and/or testing sites.
 - 20.1.6. How will you meet or exceed national and/or state proctoring standards and protocols? Provide your proposed plan to ensure examinations are proctored in accordance with NH laws, and regulations.
 - 20.1.7. How will you ensure the security and control of all examination instruments and materials at all times while at the examination facility, ensuring no person, other than the person administering the examination removes the written examination materials from the examination area? Include your proposed plan to handle security breaches, should they occur.
 - 20.1.8. How will you ensure OPLC is aware of testing candidate information that may include, but is not limited to, candidate schedule for testing; resulting test scores; confirmation that candidate showed up; number of times an individual has taken the exam.
 - 20.1.9. How will you notify examination participants of examination results?
 - 20.1.10. Provide your proposed customer services plan that ensures candidates are able to obtain information relative to examination services. Include your process for addressing complaints, canceled appointments, site closures, and requests for rescheduling.
 - 20.1.11. Provide your established grievance process, including reporting all grievances to OPLC and frequency of reports.
 - 20.1.12. Provide your proposed plan concerning regular reports to OPLC.

21. Cost Proposal:

- 21.1. The financial scoring will be based on the Total Cost as requested in the “Cost of Proposed Solution” tables located in the “OFFER” section of this RFP. The selected lowest cost proposal will receive all 20 points allocated

for the financial score. Financial scores for all other proposals will be calculated using the following equation (scores will be rounded to the nearest whole number):

Lowest overall Bidder cost / bidder cost X 20 = Points Assessed

Example: Bidder A Total Cost is \$25,000.00 and Bidder B Total Cost is \$27,500.00

Bidder A: $\$25,000 / \$25,000 \times 20 = 20$ Points Assessed to Bidder A

Bidder B: $\$25,000 / \$27,500 \times 20 = 18$ Points Assessed to Bidder B

22. Accepting and Evaluating Proposals:

22.1. The State reserves the right to:

- 22.1.1. Make independent investigations in evaluating Proposals;
- 22.1.2. Request additional information to clarify elements of a Proposal;
- 22.1.3. Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;
- 22.1.4. Omit any planned evaluation step if, in the State's view, the step is not needed;
- 22.1.5. At its sole discretion, reject any and all Proposals, or any part thereof, at any time; and
- 22.1.6. Open contract discussions with the second highest scoring Vendor and so on, if the State is unable to reach an agreement on Contract terms with the higher scoring Vendor(s).

SECTION V - TERMS AND CONDITIONS RELATED TO THE RFP PROCESS

23. RFP Addendum:

23.1. The State reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, the State, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

24. Non-Collusion:

24.1. The Bidder's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Work quoted have been established without collusion with other Contractors and without effort to preclude the State from obtaining the best possible competitive Proposal.

25. Property of the State:

25.1. All material received in response to this RFP shall become the property of the State and will not be returned to the Bidder. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

26. Confidentiality of a Proposal:

26.1. Unless necessary for the approval of a contract, the substance of a proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Bidder's disclosure or distribution of Proposals other than to the Office of Professional Licensure and Certification will be grounds for disqualification.

27. Public Disclosure:

27.1. Generally, the full contents of any proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.

27.2. Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to a bid or proposal that a Bidder considers confidential shall be clearly designated in the following manner:

27.3. **If the Bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are stamped or otherwise marked with the notation "confidential."** Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential **must** be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate 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 State as not conforming to the requirements of the bid or proposal. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

27.4. Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

27.5. If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will assess what information it believes is subject to release; notify the Bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to the State, 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.

- 27.6. By submitting a proposal, Bidders acknowledge and agree that:
- 27.6.1. The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
 - 27.6.2. The State 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 in your proposal; and
 - 27.6.3. The State 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.

28. Electronic Posting of Resulting Contract:

- 28.1. RSA 91-A obligates disclosure of contracts resulting from responses to RFPs. As such, the Secretary of State provides to the public any document submitted to G&C for approval, and posts those documents, including the contract, on its website. Further, RSA 9-F:1 requires that contracts stemming from RFPs be posted online. By submitting a proposal, Vendors 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 RFP), any contract resulting from this RFP that is submitted to G&C for approval will be made accessible to the public online via the State's website.

29. Non-Commitment:

- 29.1. Notwithstanding any other provision of this RFP, this RFP does not commit the State to award a Contract. The State reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP, or any portions thereof; and to solicit new Proposals under a new acquisition process.

30. Proposal Preparation Cost:

- 30.1. By submitting a Proposal, a Vendor agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Vendor in the preparation of or in connection with the Proposal, or for work performed prior to the Effective Date of a resulting Contract.

31. Ethical Requirements:

- 31.1. From the time this RFP 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 RFP, 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 bidding on the RFP, or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by the State. 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 (DAS), 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.

32. Debarment:

- 32.1. Vendors who are ineligible to bid on proposals, bids or quotes issued by the Office of Professional Licensure and Certification pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this proposal.

SECTION VI - CONTRACT TERMS AND AWARD

33. Non-Exclusive Contract:

33.1. Any resulting Contract from this RFP will be a Non-Exclusive Contract. The State reserves the right, at its discretion, to retain other contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

34. Award:

34.1. The award shall be made to the successful vendor(s) meeting the criteria established in this RFP and providing the highest Evaluation score per section for each of the four sections identified in paragraph **2.Scope of Work**. The State reserves the right to reject any or all proposals or any part thereof. Vendors are not required to submit proposals for all exam sections. If an award is made, it shall be in the form of a State of New Hampshire Contract. Any resulting Contract(s) may be contingent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the Contract.

35. Standard Contract Terms:

35.1. The State will require the successful bidder to execute a Not to Exceed Contract using the Standard Terms and Conditions of the State of New Hampshire which is attached as Appendix A.

35.2. The State may consider modifications of this form during negotiations. To the extent that a Bidder believes that exceptions to the standard form contract will be necessary for the vendor to enter into the Agreement, the Bidder should note those issues during the Bidder inquiry period. The State will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If the State accepts a Bidder's exception the State will, at the conclusion of the inquiry period, provide notice to all potential bidders of the change to the P-37 and indicate that change is available to all potential bidders.

35.3. Any exceptions to the standard form contract that are not raised during the vendor inquiry period are waived. In no event is a Bidder to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

35.4. **IF AWARDED A CONTRACT**, The Vendor must complete the following sections of the attached Agreement State of New Hampshire Form #P-37;

Section 1.3 Contractor(s) Name

Section 1.4 Contractor(s) Address

Section 1.11 Contractor(s) Signature

Section 1.12 Name & Title of Contractor(s) Signor

35.5. Provide a certificate of good standing from the NH Secretary of State or proof of your completion of and payment for the start of the registration process.

35.6. Provide certificate of workers' compensation.

35.7. Provide certificate of insurance with the minimum limits required as described below.

35.7.1. Bidders awarded a contract(s) shall be required to submit proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall include 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.

36. Contract Term:

36.1. The term of the contract shall commence on April 1, 2025, or upon approval of the Governor and Executive Council, whichever is later (the "effective date") and shall continue thereafter for a period of four (4) years.

36.2. The contract may be extended for up to an additional four (4) years thereafter under the same terms, conditions, and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Governor and Executive Council.

37. Subcontractors:

37.1. The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

38. Vendor Certifications:

- 38.1. All Vendors must be duly registered as a vendor authorized to conduct business in the State of New Hampshire.
- 38.2. STATE OF NEW HAMPSHIRE VENDOR APPLICATION: Prior to award, Vendors must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms: (no fee) <https://DAS.NH.Gov/Purchasing>.
- 38.3. NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION: An award, in the form of a contract(s), will **ONLY** be awarded to a Vendor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://sos.nh.gov/corporation-division/>.
- 38.4. CONFIDENTIALITY & CRIMINAL RECORD: If required by the using agency, the Vendor will have signed by each of its employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.

39. Notification and Award of Contract:

- 39.1. Proposal results will not be given by telephone. For Vendors wishing to attend the proposal closing: only the number of bidders submitting responses will be made public. Specific response information will not be given out. Proposal results (bidder names and rank or scores) will be made public five days prior to submission to Governor and Executive Council for final approval of the contract. Proposal results may be viewed on our website at <https://apps.das.nh.gov/bidscontracts/bids.aspx> when they become public.

SECTION VII - Offer

39.2. The successful vendor(s) offers to provide to the state of New Hampshire the services indicated in this RFP, at no cost to the State or OPLC. Applicants and candidates for licensure shall be charged for examinations according to the fees in the tables below and in compliance with the requirements and specifications of the proposal.

39.3. Use the following table(s) to provide a fee schedule for the exam disciplines and types.

NOTE: Vendors should add/use a separate row for additional items proposed.

Section 1: NIC Written and Practical Examinations

Exam discipline	Fee for Written	Fee for Practical
Cosmetology		
Nail Technology		
Esthetics		
Barber Styling		
Barber 1		
Instructor		
Permanent Cosmetics / Micropigmentation		

Section 2: Jurisprudence & Theory Examinations

Exam discipline	Exam Fee
Chiropractor Jurisprudence Examination	
Dental Examiner Jurisprudence Examination	
Engineer Jurisprudence Examination	
Forester Jurisprudence Examination	
Funeral Director Jurisprudence Examination	
Land Surveyor Jurisprudence Examination	
Midwifery Jurisprudence Examination	
Naturopathic Jurisprudence Examination	
Optometrist Jurisprudence Examination	
Psychologist Jurisprudence Examination	
Septic System Evaluator Jurisprudence	
Soil Scientist Theory Examination	
Veterinarian Jurisprudence Examination	
Wetlands Scientist Theory Examination	

APPENDIX A - SAMPLE P-37 CONTRACT 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 Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor 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 Contractor Signature <div style="text-align: right;">Date:</div>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature <div style="text-align: right;">Date:</div>		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 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, 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.

3.3 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. 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 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 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 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.

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 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor 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 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 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 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 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 Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor 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 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 this Agreement and all rules, regulations and orders pertaining to 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 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 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) 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 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.

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 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) 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 Contractor 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. 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 Contractor 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 Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor 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 Contractor 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 Contractor, its employees, agents, or subcontractors. 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 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 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 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 Contractor 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 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 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 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. 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 Contractor, 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 - State of New Hampshire Transmittal Letter

Date: _____

Company Name: _____

Address: _____

To: Point of Contact: **Jesse Wilcox**
Telephone: **(603)-271-6049**
Email: OPLC.Contracts@OPLC.NH.GOV

RE: Proposal Invitation Name: **Testing Services**
Proposal Number: **RFP-2025-ADMIN-02**
Proposal Posted Date (on or by): **3/12/2025**
Proposal Closing Date and Time: **3/21/2025 4:00 PM (ET)**
Dear Mr. Wilcox,

[Insert name of signor] _____, on behalf of _____ [insert name of entity submitting proposal] (collectively referred to as "Vendor") hereby submits an offer as contained in the written proposal submitted herewith ("Proposal") to the State of New Hampshire in response to Proposal # RFP-2025-ADMIN-02 for Testing Services at the price(s) quoted herein in complete accordance with the proposal.

Vendor attests to the fact that:

The Vendor has reviewed and agreed to be bound by the Proposal.

The Vendor has not altered any of the language or other provisions contained in the Proposal document.

The Proposal is effective for a period of 180 days from the Proposal Closing date as indicated above.

The prices Vendor has quoted in the Proposal were established without collusion with other vendors.

The Vendor has read and fully understands this Proposal.

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 (principal officers refers to individuals with management responsibility for the entity or association):

- a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified proposal practices, or involving antitrust violations, which has not been annulled;
- b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
- c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a proposal, proposal, or quotation;
- d. Is currently debarred from performing work on any project of the federal government or the government of any state;
- e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
- f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
- g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
- h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
- i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
- j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature: _____ **Authorized Signor's Title:** _____