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State of New Hampshire

DEPARTMENT OF SAFETY
 JAMES H. HAYES BLDG. 33 HAZEN DR.
 CONCORD, N.H. 03305
 (603) 271-2791

RICHARD C. BAILEY, JR.
 ASSISTANT COMMISSIONER

EDDIE EDWARDS
 ASSISTANT COMMISSIONER

ROBERT L. QUINN
 COMMISSIONER

August 2, 2022

His Excellency, Governor Christopher T. Sununu
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Safety, Division of State Police, to enter into a sole source contract with ANSI National Accreditation Board, LLC (ANAB) 330 E. Kilbourn Ave., Suite 925 Milwaukee, WI 53202 (VC#273092-B001) in the amount of \$70,520.00 for the required auditing, inspecting and certifying of the State Police Forensic Laboratory. Effective upon Governor and Council approval through June 30, 2026. 1.08% Highway, 1.63% General Fund, 17.09% Federal, 80.20% Federal Rev Transfers from other Agencies

Funds are available in the SFY2023 operating budget and contingent upon availability and continued appropriations in SFY 2024, 2025 and 2026 with the authority to adjust between fiscal years and accounting units through the Budget Office if needed and justified.

02-23-23-234010-31310000 Dept. of Safety – Div. of State Police – Coverdell NFSIA Grant
 020-500252 Current Expenses- Miscellaneous

<u>FY2023</u>	<u>FY2024</u>	<u>FY2025</u>	<u>FY2026</u>
\$29,068.00	\$6,830.00	\$13,830.00	\$ 6,830.00

02-23-23-234015-40220000 – Dept. of Safety – Div. of State Police – State Police Forensic Laboratory
 103-500737 – Contracts for Op Services - Contracts Repairs; Machine, Equipment

<u>FY2023</u>	<u>FY2024</u>	<u>FY2025</u>	<u>FY2026</u>
\$ 1,912.00	\$0.00	\$0.00	\$0.00

02-23-23-234010-31270000 – Dept. of Safety – Div. of State Police – Backlog Reduction Program
 103-500737 – Contracts for Op Services - Contracts Repairs; Machine, Equipment

<u>FY2023</u>	<u>FY2024</u>	<u>FY2025</u>	<u>FY2026</u>
\$ 6,025.00	\$0.00	\$ 6,025.00	\$0.00

TOTAL \$37,005.00 \$6,830.00 \$19,855.00 \$6,830.00

EXPLANATION

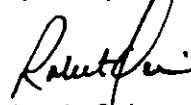
This contract is sole source because ANSI National Accreditation Board, LLC (ANAB) is the only organization that is able to accredit all units of the New Hampshire State Police Forensic Laboratory to the ISO/IEC 17025 standards, the FBI's Quality Assurance Standards, and the AR3125 Standards. The accreditation of forensic science testing laboratories applies to any laboratory performing forensic testing activities in the disciplines of Drug Chemistry, Toxicology, Trace Evidence, Biology, Pattern Evidence and; Firearms/Toolmarks, as well as calibration activities for Breath Alcohol Determination.

In order to maintain its accreditation, the Forensic Laboratory must have an on-site inspection in FY2023, which is tentatively scheduled to take place between September 13-15, 2022, and three annual surveillance visits (FY2024, FY2025 and FY2026) by ANAB. The importance of demonstrating that all forensic services are provided in accordance with accepted standards has increased in recent years. Accreditation provides that essential, external, independent review. Accreditation increases the level of confidence for customers and all interested parties in the work and work product of the laboratory.

The ANAB accreditation program for forensic science testing is based on:

- ISO/IEC 17025:2017 Internationally developed and approved
- AR3125 supplemental requirements specific to forensic science testing and calibration laboratories
- FBI's Quality Assurance Standards for Forensic DNA testing Laboratories, and the Quality Assurance Standards for DNA Databasing Laboratories
- Board interpretations for specific program applications

Respectfully submitted,



Robert L. Quinn
Commissioner of Safety

FORM NUMBER P-37 (version 12/11/2019)


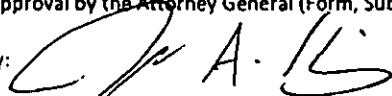
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

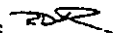
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Dept. of Safety, Div. of State Police		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name ANSI National Accreditation Board, LLC		1.4 Contractor Address 330 E. Kilbourn Ave., Suite 925 Milwaukee, WI 53202	
1.5 Contractor Phone Number 414-501-5373	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2026	1.8 Price Limitation \$70,520.00 Not to Exceed
1.9 Contracting Officer for State Agency Cassandra Thibeault		1.10 State Agency Telephone Number 603-223-8437	
1.11 Contractor Signature  Date: 8/21/22		1.12 Name and Title of Contractor Signatory R. Douglas Leonard Jr., Executive Director	
1.13 State Agency Signature  Date: 8/22/22		1.14 Name and Title of State Agency Signatory Steven R. Lavoie, Director of Administration	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  A. L. On: 8/24/22			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
Date 8/21/22

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A
SPECIAL PROVISIONS**

See attached: Terms and Conditions for Accreditation – Governmental Entities.

**EXHIBIT B
SCOPE OF SERVICES**

ANSI National Accreditation Board, LLC (ANAB) of Milwaukee, WI (Vendor #273092 B001) is being contracted by the State of New Hampshire, Department of Safety, Division of State Police to provide audits, inspections and certifications of the State Police Forensic Laboratory.

The contract will become effective upon Governor and Council approval for the period through June 30, 2026.

**EXHIBIT C
PRICING AND PAYMENT TERMS**


ANAB agrees to invoice the State of New Hampshire as work is completed. ANAB further agrees not to exceed the total contract amount of \$70,520.00. The State of New Hampshire agrees to make payment to the vendor within thirty (30) days of receipt, approval and acceptance by the State.

The appropriate account numbers for the P-37 form, Section 1.6 are:

	<u>SFY2023</u>	<u>SFY2024</u>	<u>SFY2025</u>	<u>SFY2026</u>	
02-23-23-234010-31310000 – Dept. of Safety – Div. of State Police – Coverdell NFSIA Grant 103-500737 – Contracts Repairs; Machine, Equipment	\$29,068.00	\$6,830.00	\$13,830.00	\$6,830.00	
02-23-23-234015-40220000 – Dept. of Safety – Div. of State Police – State Police Forensic Laboratory 103-500737 – Contracts Repairs; Machine, Equipment	\$1,912.00	\$-----	\$-----	\$-----	
02-23-23-234015-31270000 – Dept. of Safety – Div. of State Police – Backlog Reduction Program 103-500737 – Contracts Repairs; Machine, Equipment					TOTAL
	<u>\$6,025.00</u>	<u>\$-----</u>	<u>\$6,025.00</u>	<u>\$-----</u>	
Sub-Totals	\$37,005.00	\$6,830.00	\$19,855.00	\$6,830.00	\$70,520.00

Contractor Initials RDZ
Date 8/21/22

Exhibit A – Special Provisions

Terms and Conditions for Accreditation – Governmental Entities			
AG 1008-G	Authority: Executive Director	Effective: 2021/12/28	

These terms and conditions (AG 1008-G) form part of, and are deemed incorporated in the **State of New Hampshire** (the “Agreement”) between the ANSI National Accreditation Board, LLC (ANAB) and the **Department of Safety, Division of State Police** (“Customer”).

The ANSI National Accreditation Board, LLC (ANAB), a limited liability company, is a non-governmental organization and a wholly-owned subsidiary of the American National Standards Institute, Inc. (ANSI). Consistent with ANSI’s nonprofit mission to administer procedures and criteria for accreditation of conformity assessment programs and to encourage organizations to prepare and submit such programs for accreditation, ANAB provides accreditation services and training to public- and private-sector organizations that serve the global marketplace. ANAB assesses and accredits organizations (i.e., conformity assessment bodies or “CABs”) to international and domestic standards, requirements, and other programs (“Programs”). ANAB provides accreditation based on a wide-ranging portfolio of ISO standards, ANSI standards, and other industry standards and requirements applicable to the Programs, including those described at [About ANAB](#).

As a condition of using ANAB for accreditation services, Customer agrees to all the terms and conditions in this AG 1008-G, which shall govern the responsibilities, obligations, and rights of the Customer and ANAB (collectively, “Parties”).

1. Accreditation Requirements

- 1.1. The Customer acknowledges that it has obtained and will conform to the requirements for accreditation as defined by ANAB for the accreditation Programs for which the Customer has applied and seeks to be accredited (“Requirements”) and agrees it shall meet the terms and conditions of this AG 1008-G.

2. Responsibilities and Obligations of the Customer

- 2.1. The Customer agrees that it is a legal entity and maintains the appropriate resources to supply services within the scope of accreditation.
- 2.2. The Customer agrees to fulfill continually the Requirements.
- 2.3. The Customer agrees to conform to changes in Requirements in accordance with the schedule (i.e., transition period) established and communicated by ANAB.
- 2.4. The Customer agrees that in order for the Customer to achieve and maintain accreditation for one or more of the Programs, ANAB will undertake, as appropriate, various assessment techniques that include but are not limited to a review and examination of relevant documents, records, and equipment; interviews with personnel; site visits; and witness assessments, some of which may be conducted remotely (see 2.5.1), and all of which may be performed as part of an assessment program for the applicable Programs or as part of an extraordinary assessment necessary to resolve a complaint or other matters that may affect the ability of the Customer to meet the Requirements (“Accreditation Activities”).

- 2.5. The Customer agrees to cooperate and provide assistance, including access to all premises, personnel, equipment, information, documents, and records necessary to enable ANAB to conduct the Accreditation Activities it deems necessary to verify fulfillment of the Requirements (including any changes to the Requirements).
- 2.5.1. The Customer agrees it shall cooperate with and assist ANAB when appropriate, taking into consideration Customer's requirements for maintaining security of Customer's information, in conducting Accreditation Activities via remote means, including but not limited to the use of information and communication technology (e.g., WebEx, Zoom, smart glasses, FaceTime, etc.) to perform entirely remote assessments and hybrid remote and on-site assessments.
- 2.5.2. The Customer agrees it shall cooperate with and assist ANAB in monitoring and observing, including via remote means when such means are utilized, ANAB's assessors while conducting Accreditation Activities.
- 2.5.3. The Customer agrees it shall cooperate with and assist ANAB in witnessing, including via remote means when such means are utilized, the Customer while conducting conformity assessment activities; in this regard, the Customer shall have a legally enforceable arrangement with each client that commits to allow ANAB to witness where appropriate (including via remote means) the Customer carrying out conformity assessment activities at such client's site(s).
- 2.5.4. The Customer agrees it shall cooperate with and assist ANAB in accessing documents and conducting Accreditation Activities that provide insight on the Customer's level of independence from and impartiality with other bodies.
- 2.6. The Customer agrees it shall maintain impartiality and integrity for all services provided under its accreditation granted by ANAB.
- 2.7. The Customer acknowledges that there is no guarantee that accreditation will be granted by ANAB or that accreditation will be continued if the Customer is unable to demonstrate or maintain conformance to the applicable Requirements.
- 2.8. The Customer agrees to maintain requested information in ANAB databases.
- 2.9. The Customer agrees to notify ANAB within 30 days of significant changes to its management system or organization, or changes significantly affecting the Customer's accreditation by ANAB ("Change"), including the following:
- Legal, commercial, ownership, or organizational status
 - Organization, top management, or key personnel
 - Main policies, processes, and procedures
 - Resources and locations
 - Scope of accreditation
 - Other matters that will affect the Customer's ability to meet the Requirements
- 2.9.1. In the event of a Change, the Customer agrees to allow ANAB to conduct Accreditation Activities deemed appropriate at intervals defined by ANAB.
- 2.10. If applicable, the Customer shall grant ANAB the right to verify the competence of persons to whom and organizations to which ANAB-accredited work has been outsourced.
- 2.11. The Customer agrees to not expose assessors or others representing ANAB to unsafe working conditions or environments.

- 2.12. Subject to the Customer's consent, ANAB may contact any accreditation body by which the Customer is accredited and may receive confidential information relevant to the Customer's current accreditation, if applicable.
- 2.13. The Customer agrees to assist ANAB in the investigation and resolution of any accreditation-related complaints about the Customer, and provide ANAB all relevant documentation, including documentation that describes the Customer's process for handling and actions taken to resolve such complaints.
- 2.14. [INTENTIONALLY LEFT BLANK].
- 2.15. [INTENTIONALLY LEFT BLANK].
- 2.16. The Customer acknowledges that ANAB has to meet certain requirements in order to provide accreditation services that meet international recognition or other programmatic requirements; the Customer agrees that, in meeting those requirements, ANAB may provide access to the Customer's accreditation records to any international accreditation cooperative of which ANAB is a member, or to other oversight bodies and scheme owners (such as the U.S. Department of Defense, aerospace OEMs for aerospace management systems, Verified Carbon Standard, Green Electronic Council for accreditation under EPEAT, The NELAC Institute, International Criminal Investigative Training Assistance Program, U.S. Food and Drug Administration for accreditation under FSMA, etc.) that have signed appropriate confidentiality agreements with ANAB or have requirements within their programs to acquire and appropriately protect from disclosure such confidential information. Notwithstanding anything to the contrary herein, ANAB will comply with the Customer's requirements for maintaining security of Customer's information.
- 2.17. [INTENTIONALLY LEFT BLANK].
- 2.18. The Customer agrees that it shall claim accreditation only for the scope of accreditation for which it has a valid certificate of accreditation, and may reproduce any valid certificate of accreditation and associated scope of accreditation issued by ANAB, and may produce a final assessment report issued by ANAB, but may only produce any such documentation in its respective entirety.
- 2.19. If the Customer is a certification body under ISO/IEC 17021-1, ISO/IEC 17024, and/or ISO/IEC 17065, it agrees that under the scope of its accreditation by ANAB, it shall only issue accredited certification documentation. The documentation is considered accredited only
 - a. if the certification documentation includes the ANAB accreditation symbol or otherwise references accreditation by ANAB, or
 - b. ANAB accepts the Customer's justification for an exception from the requirement to include the ANAB accreditation symbol or reference to ANAB accreditation on a certification document.
- 2.20. The Customer shall not provide certification to any standard used by ANAB as a basis for accrediting CABs (e.g., ISO/IEC 17025 or ISO 15189), and the Customer acknowledges that the provision of such certification would violate its obligation to maintain impartiality. In such circumstances, ANAB shall initiate its process for suspension of accreditation.
- 2.21. The Customer shall adhere to the ANAB Policy on Use of ANAB Accreditation Symbols and Claims of Accreditation Status (PR 1018).
- 2.22. The Customer agrees ANAB has the right to withdraw use of the ANAB Accreditation Symbol by the Customer. The Customer agrees to withdraw or rectify to the satisfaction of ANAB misleading or incorrect references to its ANAB accreditation upon notification by ANAB and agrees not to use its accreditation in any way that would disparage ANAB or bring ANAB into disrepute.
- 2.23. The Customer agrees that it shall, in accordance with Requirements, promptly inform its affected clients if the Customer's accreditation is suspended, reduced in scope, or withdrawn.

3. Responsibilities and Obligations of ANAB

- 3.1. ANAB shall determine in its sole discretion whether the Customer meets and continues to meet ANAB Requirements.
- 3.2. ANAB shall make available to the Customer at the Customer's request the appropriate Requirements if not already publicly available or restricted from distribution (e.g., copyright protected).
- 3.3. ANAB shall give due notice of any changes to its Requirements and of the transition period by which the Customer shall conform to the new Requirements.
- 3.4. All persons ANAB assigns to conduct the accreditation services under this Agreement will be employees, agents or independent contractors of ANAB that have the skills needed to perform the services and have agreed to maintain the confidentiality of information in accordance with the Customer's requirements.
- 3.5. Upon successful fulfillment of the Requirements by the Customer, ANAB shall deliver to the Customer ANAB's certificate of accreditation, including the scope of accreditation, and provide the Customer with a copy of the applicable accreditation symbol for use by the Customer in accordance with 2.18 through 2.22.
- 3.6. If ANAB becomes aware of and deems credible evidence of the Customer engaging in fraudulent behavior, including the intentional concealment or provision of false information material to the accreditation, or the deliberate violation of the Requirements, ANAB will reject or withdraw the application, terminate the assessment, and/or initiate withdrawal of accreditation, as applicable.
- 3.7. In the event the Customer improperly uses ANAB's name or trademark or in the event ANAB determines that the Customer is not meeting its obligations under this Agreement, ANAB shall have the right upon written notice to the Customer to:
 - a. Suspend all or part of its Accreditation Activities until the Customer conforms with its obligations.
 - b. Withdraw the Customer's ANAB certificate of accreditation.
 - c. Require the Customer (temporarily or permanently) to cease using in any manner the certificate of accreditation, including the scope of accreditation, the accreditation symbol, and/or applicable mark.
 - d. Refuse to issue a certificate of accreditation and/or scope of accreditation to the Customer.
 - e. Require corrective action.
 - f. Publish the Customer's transgression.
 - g. Take other legal action.

In the event ANAB takes any of the foregoing actions, ANAB shall not be required to reimburse any amount to the Customer.

- 3.8. ANAB shall make publicly available information about the current status of accreditation granted to the Customer, including the following:
 - Name and location of the Customer.
 - Dates of granting accreditation and expiration date.
 - Scope of accreditation.
 - Suspension or withdrawal of accreditation.

4. Confidentiality

- 4.1. [INTENTIONALLY LEFT BLANK].

- 4.2. Confidential Information shall not include the accreditation information made publicly available by ANAB pursuant to 3.8.
- 4.3. This AG 1008-G is proprietary and copyright protected.

5. Term and Termination

- 5.1. [INTENTIONALLY LEFT BLANK].
- 5.2. The Customer agrees that ANAB, at its sole discretion, may terminate the Customer's application for accreditation services at any time in the application process.
- 5.3. [INTENTIONALLY LEFT BLANK].
- 5.4. Either Party may terminate this Agreement for cause at any time if the other Party has materially breached one or more of the terms or conditions of this Agreement; such termination for breach becomes effective immediately upon issuance of written notice specifying the reasons for termination.
- 5.5. [INTENTIONALLY LEFT BLANK].
- 5.6. Termination shall not (a) relieve the Parties of any obligations and commitments to third parties; or (b) relieve the Parties of their respective obligations to maintain confidentiality.
- 5.7. [INTENTIONALLY LEFT BLANK].

6. Dispute Resolution, Warranties, and Liability

- 6.1. Appeals of ANAB accreditation decisions and challenges to nonconformities are not covered by the dispute resolution process of this Agreement and are instead governed by ANAB procedures specifically applicable to such appeals and challenges.
- 6.2. [INTENTIONALLY LEFT BLANK].
- 6.3. [INTENTIONALLY LEFT BLANK].
- 6.4. [INTENTIONALLY LEFT BLANK].
 - 6.4.1. [INTENTIONALLY LEFT BLANK].
- 6.5. In no event shall ANAB be liable for the manner in which the Customer operates its own business or have any obligation for or assume any duty to the Customer's clients or any other third parties.
- 6.6. [INTENTIONALLY LEFT BLANK]
- 6.7. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT FOR ACTS OF FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOST TIME, OR GOODWILL, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.
- 6.8. ANAB shall perform Accreditation Activities in a professional manner consistent with current ANAB Requirements.
- 6.9. ANAB and the Customer are independent parties, and nothing set forth in this Agreement creates a joint venture, partnership, or other concerted activity.
- 6.10. This Agreement does not constitute a release, surrender, or license by either Party of any of its rights or ownership, including but not limited to, its marks, copyrights, or documents.

6.11 Customer represents and warrants that neither it nor any of its employees is a person or entity with whom U.S. entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order or other governmental action.

7. General

- 7.1. Notice: The Parties shall give all notices provided for in this Agreement in writing, sent by electronic means. The Customer shall address notice to their ANAB management contact. ANAB shall address notice to the Customer by using the contact information on file with ANAB. Notice will be effective two calendar days after the notifying Party transmits the written notice as prescribed here.
- 7.2. Non-Waiver: The exercise of one right or remedy hereunder will not constitute an election or preclude either Party from exercising or pursuing all other rights or remedies available to them under the law or as provided herein. The failure of either Party at any time to require performances by the other Party of any provision hereof will in no way affect the right to require such performance at any time thereafter, nor will a waiver by either Party or a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision, or constitute a waiver of the provision itself.
- 7.3. Assignment: Neither Party may assign this Agreement, any rights hereunder (including but not limited to any right the Customer has to use the ANAB accreditation symbol or claim ANAB accreditation) or any interest herein without the prior written consent of the other.
- 7.4. [INTENTIONALLY LEFT BLANK].
- 7.5. Severability: Whenever possible, each provision of the Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any portion of any provision of the Agreement should be found prohibited, void, or invalid under applicable law, such provisions shall be ineffective only to the extent of such prohibition, voidness, or invalidity without affecting the enforceability of the remainder of such provision or the remaining provisions of this Agreement.
- 7.6. [FOR FEDERAL CONTRACTS ONLY] Order of Precedence: In the event of a conflict between the terms of this AG 1008-G Terms and Conditions for Accreditation – Governmental Entities, and the Purchase Order, any inconsistencies shall be resolved in accordance with the order of precedence in FAR 52.212-4(s).

State of New Hampshire

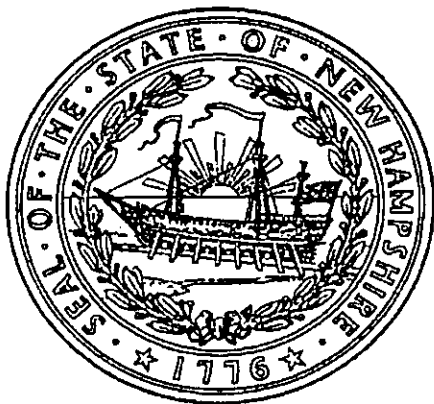
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ANSI-ASQ NATIONAL ACCREDITATION BOARD LLC is a Wisconsin Limited Liability Company registered to transact business in New Hampshire on June 22, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 746585

Certificate Number: 0005789653



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of June A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



S. JOE BHATIA
PRESIDENT AND CEO
Tel: +1.202.331.3605
Email: jbhatia@ansi.org

August 22, 2022

CERTIFICATE OF SIGNATURE AUTHORITY

I, S. Joe Bhatia, hereby certify the following:

1. The ANSI National Accreditation Board, LLC (ANAB) is a Wisconsin Limited Liability Company that is wholly-owned by the American National Standards Institute, Inc. (ANSI), a New York not-for-profit corporation. ANSI is the sole member of ANAB. I am the President and Chief Executive Officer of ANSI.
2. Pursuant to ANAB's Amended and Restated Operating Agreement, which was adopted by ANSI and effective as of January 23, 2019, management of ANAB's business and affairs is vested in its Executive Director, which has authority, power and discretion to manage and control the day-to-day business and affairs of ANAB, including but not limited to the authority to enter into a contractual relationship with the State of New Hampshire.
3. Effective November 30, 2021 and continuing to the present, R. Douglas Leonard, ANAB Vice President of product, inspection, laboratory, and related activities, and Reinaldo Figueiredo, ANAB Vice President of conformity assessment strategy, were appointed by ANSI to serve as Co-Interim Executive Directors. Pursuant to that appointment, Messrs. Leonard and Figueiredo have the responsibility for the day-to-day management of ANAB and each has the authority, individually or collectively, to bind ANAB in contract with the State of New Hampshire.

A handwritten signature in black ink, appearing to read "S. Bhatia", is written over a horizontal line.

S. Joe Bhatia



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. One Jericho Plaza Suite 200 Jericho NY 11753		CONTACT NAME: Diana Bertoni PHONE (A/C, No, Ext): 516-745-0800 FAX (A/C, No): 516-745-0082 E-MAIL ADDRESS: diana_bertoni@ajg.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Federal Insurance Company	
		INSURER B : BCS Insurance Company	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2053770157 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		3575-48-05	1/1/2022	1/1/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73269298	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			79792980	1/1/2022	1/1/2023	EACH OCCURRENCE	\$ \$5,000,000
							AGGREGATE	\$ \$5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71658038	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Property - All Risks, RCV			3575-48-05	1/1/2022	1/1/2023	Bus Pers Property	Various
A	Crime			82120945	1/1/2022	1/1/2023	Client Property Cover	\$1,000,000
B	Cyber Liability			RPS-P-50224060M	1/1/2022	1/1/2023	Policy Aggregate	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability: Blanket Additional Insured form #80-02-2367; Primary & Non-Contributory form #80-02-2653; Blanket Waiver of Subrogation form #80-02-2000; Automobile: Additional Insured - Vicarious Liability form #CA00 01; Blanket Waiver of Subrogation form #16-02-0210; Workers Compensation: Blanket Waiver of Subrogation form #WC124 WC 00 0313.
NHSP is included as additional insured for General Liability as required by written contract with the named insured.

CERTIFICATE HOLDER NHSP Department of Safety Division of State Police 33 Hazen Drive Concord NH 03305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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