

JOINT BOARD OF LICENSURE AND CERTIFICATION
STATE OF NEW HAMPSHIRE

21
Boulton

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Concord, N.H. 03301-2412

Telephone 603-271-2219 • Fax 603-271-6990

Professional Engineers
Architects
Land Surveyors
Professional Geologists
Foresters
Real Estate Appraisers
Manufactured Housing Installers

Louise Lavertu • Executive Director

Electricians
Natural Scientists
Landscape Architects
Court Reporters
Home Inspectors
Accountancy
Manufactured Housing



November 27, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Sole Source

REQUESTED ACTION

Authorize the New Hampshire Joint Board of Licensure and Certification to enter into a SOLE SOURCE contract in the amount of \$90,000.00 with the Council of Examiners for Engineering and Surveying (NCEES), vendor number 171333, Clemson, South Carolina, for membership in NCEES and the preparation and scoring of the engineering and land surveying examinations from April 1, 2014 through March 31, 2016. Further, authorize unencumbered payments under this contract with internal accounting control within the Joint Board. 100% general funds.

Funding is available for FY 014 and 015 in account, Joint Board Administration, contingent on continued budget authorization in FY 2016 as follows:

01-31-31-310010-2250 JOINT BOARD OF LICENSURE & CERT

	<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>
020 – 500201 PUBLICATIONS & PAMPHLETS	17,950.00	35,900.00	17,950.00
026 – 500251 ORGANIZATIONAL DUES		9,100.00	9,100.00

EXPLANATION

The Joint Board hereby submits an agreement between the State of New Hampshire, Joint Board and the Council of Examiners for Engineering and Surveying (NCEES) commencing April 1, 2014 through March 31, 2016 for membership in NCEES and the purchase and correction of national engineering and land surveying examinations. Our present contract expires March 31, 2014. This is a sole-source contract because NCEES is the only provider of examinations for engineering and land surveying in the country. NCEES is a non-profit agency therefore no registration certificate from the Secretary of State is attached.

Respectfully submitted,

Louise Lavertu
Executive Director

Subject: Examinations for Engineers and Land Surveyors

FORM NUMBER P-37 (version 1/09)

RECEIVED

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

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GENERAL PROVISIONS

STATE OF NH
JOINT BOARD

1. IDENTIFICATION.

Form with fields for State Agency Name, Contractor Name, Completion Date, Price Limitation, Signatures, and Acknowledgements.

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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

EXHIBIT A

SCOPE OF SERVICES

- I. Annual membership dues to the National Council of Examiners for Engineering and Surveying (NCEES) for the New Hampshire Board of Professional Engineers and New Hampshire Board of Land Surveyors
- II. Examinations for New Hampshire engineering and land surveying candidates to be administered and scored by NCEES. All examination administration fees to be paid directly to NCEES by the candidate during the examination registration process.
- III. Examinations will be administered by NCEES in April 11-12, 2014, October 24-25, 2014, April 17-18, 2014 and October 30-31, 2015.
- IV. The schedule of fees to be paid by the State of New Hampshire is as follows:

Examination Charges	Cost
Principles & Practice of Engineering (April 2014-2015)	\$250.00
Principles & Practice of Surveying (April 2014-2015)	\$250.00
Structural Engineering-Lateral Forces (April 2014-2015)	\$400.00
Structural Engineering-Vertical Forces (April 2014-2015)	\$400.00

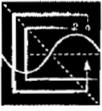
Annual Membership Dues	Cost
FY 014	
Board of Land Surveyors	\$2600.00
Board of Professional Engineers	\$6500.00
FY 015	
Board of Land Surveyors	\$2600.00
Board of Professional Engineers	\$6500.00

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EXHIBIT B

- I. The State agrees to compensate the Contractor (NCEES) as follows:
 1. For each examination, payment shall be made as set forth in the Exhibit A, but only after receipt of invoices for services performed and provided that total payments do not exceed \$90,000. The final payment shall be made only after the contractor has completely performed their duties under the contract.
- II. 9. The contractor shall maintain documentation for all charges against the State under this contract. The books, records and documents of the contractor, in so far as they relate to work performed, or money received under this contract shall be maintained for a period of one (1) full year from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the State of New Hampshire.

JG 11/13/10



RESOLUTION

WHEREAS, the Board of Directors serves as the executive board of the National Council of Examiners for Engineering and Surveying and exercises the corporate powers as set forth in the South Carolina Nonprofit Corporation Act; and

WHEREAS, the Board of Directors may authorize all expenditures, provide direction to the office of Executive Director through the President, authorize the borrowing of funds for Council purposes, and do all things necessary to conduct the affairs of the Council between the Annual Business Meetings; and

WHEREAS, the Executive Director shall serve as the Secretary of the Corporation and as “chief employed officer” of the Council with full authority for the management of its affairs, subject to the duties specified by the Bylaws, the policies and procedures of the Council, and the employment contract, or the Board of Directors; and

WHEREAS, the NCEES Board of Directors desires to confirm the authority of the Executive Director by this resolution in order to insure the effective and efficient operation of the Council on a daily basis.

THEREFORE, BE IT RESOLVED that the Board of Directors for the National Council of Examiners hereby authorizes the Executive Director to execute any and all contracts or other documents on the behalf of the Board; to contract with banks and other institutions for the deposit of Council funds; and to take appropriate actions in order to implement the directives of the Board in conducting the regular and normal business of the Council.

Gene L. Dinkins
(Signature of Certifying Official)

Gene L. Dinkins, P.E., P.L.S.
Printed Name

President
(Title)

[Signature]
(Witness)

August 20, 2013
(Date)

Listed below are answers to questions which may be of assistance for The Governor and Council in considering the approval of organization dues and membership submissions:

1. How long has this organization been in existence and how long has this agency been a member of this organization?
NCEES has been in existence since 1920 and the NH Professional Engineers and Land Surveyors Boards have been a member of NCEES since the 1940s.
2. Is there any other organization which provides the same or similar benefits which your agency belongs to?
No.
3. How many other state's belonging to this organization and is your agency the sole New Hampshire state agency that is a member?
Fifty States and four additional jurisdictions are members of NCEES. The Joint Board is the only NH State agency that is a member of NCEES.
4. How is the dues structure established? (Standard fee for all states, based on population, based on other criteria, etc)
NCEES charges States a membership fee based on the number of licensees in the State.
5. What benefit does the state receive from participating in this membership?
Membership in NCEES is required in order to obtain access to the National Principles and Practices of Engineering and Land Surveying examinations as well as the fundamentals of engineering and fundamentals of land surveying exams. The State also receives updated information on the major areas of engineering and land surveying practice.
6. Are training or educational/ research materials included in the membership? If so, is the cost included? Explain in detail.
No training materials are included, only examinations regarding professional standards are included in the membership.
7. Is the membership required to receive any federal grants or required in order to receive or participate in licensing or certification exams? Explain.
Membership in NCEES is required in order to obtain access to the national engineering and land surveying licensing examinations. Passage of NCEES exams is required for licensure in NH for engineers and land surveyors.
8. Is there any travel included with this membership fee? Explain in detail any travel to include the number of employees involved, the number of trips, destination if known and purposes of membership supported trips.
There is one trip per year for a member of the Board of Professional Engineers and member of the Board of Land Surveyors to attend a national meeting and one regional New England based trip per year to vote on behalf of the NH Boards.
9. Which state agency employees are directly involved with this organization? (Indicate if they are members, voting members, committee members, and/or officers of the organization.
The members of the Board of Professional Engineers and members of the Board of Land Surveyors are voting members of NCEES. The staff of the Joint Board interfaces with NCEES regarding administration of examinations.
10. Explain in detail any negative impact to the State if the Agency did not belong to this organization.
If the State does not belong to NCEES the State will be unable to administer examinations for licensure of Professional Engineers and Land Surveyors. If the Board does not have access to the national exams, the Board will be unable to carry out the legislatively mandated examinations for Professional engineers required pursuant to RSA 310-A:12 and 310-A:63.