



MAY 26 '20 PM 3:22 DAS

Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL. (603) 271-3495
FAX (603) 271-1953

May 13, 2020

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

REQUESTED ACTION

Authorize the Department of Education to exercise a renewal option of a contract with Ubiquis Reporting, Inc., New York, NY, (Vendor code 249531), by increasing the price limitation by \$28,900.00 from \$28,900.00 to \$57,800.00, to provide official record transcription services, effective upon Governor and Council approval through June 30, 2021. The original contract was approved by Governor & Council on June 19, 2019 (Item #207). 56% General Funds, 7% Federal Funds, 37% Other Funds

Funds to support this request are available in the accounts titled Governance, Assessment-Federal, Administration Fees, Higher Education Commission, and Education Credentialing as follows:

	<u>FY 21</u>
06-56-56-560510-20220000-102-500731 Contracts for Program Services	\$ 5,000.00
06-56-56-560510-20220000-235-500784 Transcription Services	\$10,000.00
06-56-56-562010-25340000-102-500731 Contracts for Program Services	\$ 2,000.00
06-56-56-566510-67770000-235-500784 Transcription Services	\$ 800.00
06-56-56-566510-86790000-235-500784 Transcription Services	\$ 500.00
06-56-56-566510-90080000-102-500731 Contracts for Program Services	<u>\$10,600.00</u>
	\$28,900.00

EXPLANATION

Ubiquis Reporting, Inc. has been doing business for over 70 years. Their primary business consists of providing high quality legal transcription of court hearings and trials throughout the New York metropolitan area. Ubiquis also holds similar contracts with the New York State Education Department and the City University of New York, wherein they produce transcripts of administrative hearings and monthly departmental meetings. In addition, they have also held contracts with the New York City Department of Education Impartial Hearings Office as well as

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
Page 2 of 2

the New York City Council. They have proven they have the resources, capacity, and organizational structure to continue to satisfy the requirements of this contract.

A request for proposals was posted on the Department website from April 16, 2019 to May 1, 2019. The Department was seeking proposals from an organization or individual to provide transcription services from MP3 audio recordings to Microsoft Word documents. Four proposals were received, reviewed and rated by an evaluation team. The team recommended Ubiquis Reporting, Inc. for funding.

In the event Federal and Other Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Frank Edelblut".

Frank Edelblut
Commissioner of Education

FE:emr

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Office of the Commissioner, hereinafter "the Agency," and Ubiquis Reporting, Inc., New York, NY, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on June 19, 2019 (Item #207) hereby agree to modify same as follows:

1. Amend Section 1.7 by extending the completion date to June 30, 2021
2. Amend Section 1.8 by increasing the price limitation from \$28,900.00 to \$57,800.00
3. Remove Exhibit A (Scope of Services) and replace with Exhibit D-1 (Scope of Services)
4. Remove Exhibit B (Budget) and replace with Exhibit C-1 (Budget)
5. Remove Exhibit C (Special Provisions) and replace with Exhibit A-1 (Special Provisions)
6. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
7. This amendment shall commence July 1, 2020 upon Governor and Council approval and shall terminate on June 30, 2021.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office

By: Frank Edelblut 5-19-20
Frank Edelblut, Commissioner of Education Date

Ubiquis Reporting, Inc.

Name of Corporation (Contractor)

By: Sales Manager 5/12/20
Signature, Title Date

STATE OF New York

County of New York

Nashakeem Uzzell

On this the 12 day of May, 2020 before me, XXXXXXXXXXXX the undersigned officer, personally appeared Mike Mitchell known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereto set my hand and official seal.

Nashakeem Uzzell

Notary Public/Justice of the Peace

10/31/20

Commission Expires

Approved as to form, substance and execution by the Attorney General's Office 21ST May

NASHAKEEM UZZELL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01UZ6349937
Qualified in New York County
My Commission Expires 10-31-2020

Christopher Bono
Director of Attorney General's Office

Approved by the Governor and Council this _____ day of _____, 20__

By: _____

EXHIBIT A-1
Special Provisions

Additional Exhibits D-G

**EXHIBIT B-1
SCOPE OF SERVICES**

Ubiquis Reporting, Inc. will provide the following services to the New Hampshire Department of Education effective upon Governor and Council approval through June 30, 2021:

- Provide access to a secure encrypted client portal site to allow secure transfer of files directly to the server network for production, should the DOE requester choose this method rather than physical shipment of audio
- Provide a standardized request form, so that DOE requester can specify turnaround time and delivery specifications
- Assess audio for any possible quality issues
- Produce an accurate verbatim transcript or meeting summary of the audio recording within the turnaround time requested accompanied by an invoice
- Before submission to the DOE, review the document to eliminate any possible errors
- Deliver documents to the DOE in Word and PDF formats unless otherwise specified
- Provide secure access to Ubiquis' extranet portal site to download documents, should DOE requester prefer this method
- Provide a verbatim transcript which will contain 25 numbered lines of text, one-inch margins on each side, left-justified, 12 point font with a certificate of accuracy signed by the transcriptionist as the final page of the document
- In instances of multiple days of proceedings for the same case, date and paginate each day of the transcription separately
- Provide an assigned account manager to ensure questions and requests are handled in a timely fashion
- Maintain complete confidentiality of all personal and proprietary data at all times

EXHIBIT C-1
Budget through June 30, 2021

Pricing

	Verbatim Transcription	Written Summary
11+ business days:	\$1.90 per page	\$125.00 per recorded hour
5-10 business days:	\$2.10 per page	\$150.00 per recorded hour
2-4 business days:	\$2.35 per page	\$175.00 per recorded hour
Next business day:	\$3.50 per page	Next day delivery not offered

Note: The pricing listed above is for electronic delivery only. Turnaround times are calculated from the day that Ubiquis receives the audio. If physical media needs to be returned, shipping charges will apply.

Limitation on Price: In no case shall the total budget exceed the price limitation of \$28,900.00.

Funding Source: Funds to support this request are available in the accounts titled Governance, Assessment-Federal, Administration Fees, Higher Education Commission, and Education Credentialing as follows:

	<u>FY 21</u>
06-56-56-560510-20220000-102-500731 Contracts for Program Services	\$ 5,000.00
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06-56-56-566510-90020000-102-500731 Contracts for Program Services	<u>\$10,600.00</u>
	\$28,900.00

Method of Payment: Payment is to be made on the basis of invoices which are supported by a summary of activities that have taken place in accordance with the terms of the contract. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices and reports shall be submitted to:

Angela Adams
Executive Assistant
Commissioner's Office
NH Department of Education
101 Pleasant Street
Concord, NH 03301

EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address administrative, contractual, or legal remedies in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any..

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC § 1001 and § 1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Contractor Initials *MM*
Date *5/12/20*

Exhibit E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 2. Does not have a proposed debarment pending;
 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Contractor Initials
Date

11/1
5/12/20

Exhibit F

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/slllin.pdf>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initials *MM*
Date *5/12/20*

Exhibit G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality

All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information (including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

Contractor Initials *MM*
Date *5/12/20*

State of New Hampshire

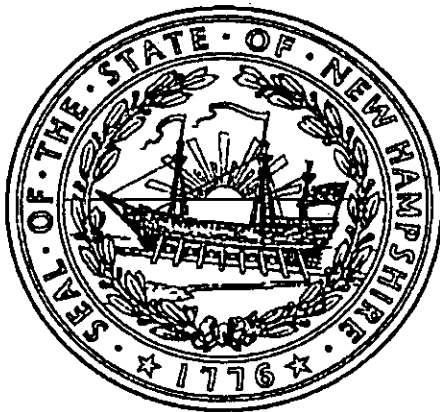
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that UBIQUS REPORTING INC. is a New York Profit Corporation registered to transact business in New Hampshire on May 13, 2013. 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: 691638

Certificate Number: 0004913815



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of May A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

(Corporation without a Seal)

I, Anthony Cosimano do hereby certify that:
(Name of the Clerk of the Corporation; cannot be signatory)

- (1) I am the duly elected clerk of Ubiquis Reporting, Inc.
(Corporation Name)
- (2) The following are true copies of the resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 5/12/2020.
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Education.

RESOLVED: That Mike Mitchell Sales Manager
(Name of Contract Signatory) (Title of Contract Signatory)
is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

- (3) The foregoing resolution(s) have not been amended or revoked, and remain in full force and effect as of the 12th day of May, 2020.
(Day) (Month) (Yr) (Must be same date as the contract date)

IN WITNESS WHEREOF, I have hereunto set my hand as the Business Representative of the Corporation this 12th day of May, 2020.
(Day) (Month) (Yr) (Must be same date as the contract date)

[Signature]
(Signature of Clerk of Corporation)

STATE OF NEW YORK

COUNTY OF New York

On May 12, 2020, the foregoing instrument was acknowledged before me.

In witness whereof I hereunto set my hand and official seal.

Nashakeem Uzzell

My commission expires on: 10/31/2020

Notary Public/Justice of the Peace

NASHAKEEM UZZELL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01UZ6349937
Qualified in New York County
My Commission Expires 10-31-2020



CERTIFICATE OF LIABILITY INSURANCE

D BERKHEIMER

DATE (MM/DD/YYYY)

5/12/2020

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 License # BR-767175 Hub International Northeast Limited 1805 Loucks Road Suite 300 York, PA 17408	CONTACT NAME: Diane Berkheimer	
	PHONE (A/C, No, Ext): (717) 767-7854 FAX (A/C, No):	
	E-MAIL ADDRESS: diane.berkheimer@hubinternational.com	
INSURED Ubiquis Reporting Inc.	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Continental Indemnity Company	28258
	INSURER B: National Union Fire Insurance Company of Pittsburgh, PA	19445
	INSURER C: Hartford Insurance Group	914
	INSURER D: Philadelphia Indemnity Insurance Company	18058
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****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 type="checkbox"/> LOC <input type="checkbox"/> OTHER:				12/29/2019	12/29/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				12/29/2019	12/29/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<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 \$				12/29/2019	12/29/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A		12/29/2019	12/29/2020	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors & Omissions/P				12/29/2019	12/29/2020	Each Claim \$ 5,000,000
D	Errors & Omissions/P				12/29/2019	12/29/2020	Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire State Department of Education
101 Pleasant Street Concord
Concord, NH 03301

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

JUN05'19 PM 3:27 DAS

207 98



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL. (603) 271-3495
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REQUESTED ACTION

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Funds to support this request are anticipated to be available in the accounts titled Governance, Assessment-Federal, Administration Fees, Higher Education Commission, and Education Credentialing in FY 20 upon the availability and continued appropriation of funds in the future operating budget:

	<u>FY 20</u>
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	\$28,900.00

EXPLANATION

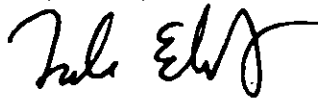
A request for proposals was posted on the Department website from April 16, 2019 to May 1, 2019. The Department was seeking proposals from an organization or individual to provide transcription services from MP3 audio recordings to Microsoft Word documents. Four proposals were received, reviewed and rated (see Attachment A) by an evaluation team consisting of the Executive Assistant, Office of the Commissioner and the Coordinator, Dispute Resolution and Constituent Complaints. The evaluation team recommended Ubiquis Reporting, Inc. for funding.

His Excellency, Governor Christopher T. Sununu
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May 21, 2019
Page 2 of 2

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In the event Federal and Other Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Frank Edelblut", written in a cursive style.

Frank Edelblut
Commissioner of Education

FE:emr

Attachment A

Transcription Services 2019-2020

Contractual Services

Scoring Rubric

Applicant's Name	Reviewer Scoring	Reviewer Scoring
	Angela M. Adams	Stephen W. Berwick
Verbit	70	75
Quick Caption, Inc.	80	80
Rev	90	88
Ubiquis	95	92

Reviewer's Name and Expertise: Angela M. Adams, Executive Assistant to the Commissioner. Coordinates all the State Board of Education meetings under which summarization transcripts are needed. Also assists other areas within the agency/department needing transcripts (i.e., CTE, PSB, etc.).

Reviewer's Name and Expertise: Stephen W. Berwick, Coordinator, Dispute Resolution and Constituent Complaints. Manager of the adjudicative law processes under which transcripts are to be provided.

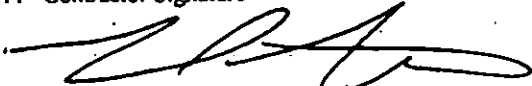
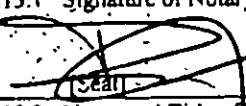


Date: May 3, 2019

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 NH Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Ubiquis Reporting, Inc.		1.4 Contractor Address 61 Broadway, Suite 1400, New York, NY 10006	
1.5 Contractor Phone Number (212) 346-6666	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$28,900.00
1.9 Contracting Officer for State Agency Christine M. Brennan, Deputy Commissioner		1.10 State Agency Telephone Number 271-3801	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Mike Mitchell - Sales Manager	
1.13 Acknowledgement: State of <u>NEW YORK</u> , County of <u>NEW YORK</u> On <u>5/29/19</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  DAWN M JORDAN NOTARY PUBLIC-STATE OF NEW YORK			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Notary Public</u> Qualified in <u>Kings County</u> My Commission Expires <u>August 03, 2019</u>			
1.14 State Agency Signature  Date: <u>6-4-19</u>		1.15 Name and Title of State Agency Signatory Frank Edelblut, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>JUNE 4, 2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

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. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

EXHIBIT A SCOPE OF SERVICES

Ubiquis Reporting, Inc. will provide the following services to the New Hampshire Department of Education effective upon Governor and Council approval through June 30, 2020:

- Provide access to a secure encrypted client portal site to allow secure transfer of files directly to the server network for production, should the DOE requester choose this method rather than physical shipment of audio
- Provide a standardized request form, so that DOE requester can specify turnaround time and delivery specifications
- Assess audio for any possible quality issues
- Produce an accurate verbatim transcript or meeting summary of the audio recording within the turnaround time requested accompanied by an invoice
- Before submission to the DOE, review the document to eliminate any possible errors
- Deliver documents to the DOE in Word and PDF formats unless otherwise specified
- Provide secure access to Ubiquis' extranet portal site to download documents, should DOE requester prefer this method
- Provide a verbatim transcript which will contain 25 numbered lines of text, one-inch margins on each side, left-justified, 12 point font with a certificate of accuracy signed by the transcriptionist as the final page of the document
- In instances of multiple days of proceedings for the same case, date and paginate each day of the transcription separately
- Provide an assigned account manager to ensure questions and requests are handled in a timely fashion
- Maintain complete confidentiality of all personal and proprietary data at all times

EXHIBIT B
Budget through June 30, 2020

Pricing

	Verbatim Transcription	Written Summary
11+ business days:	\$1.90 per page	\$125.00 per recorded hour
5-10 business days:	\$2.10 per page	\$150.00 per recorded hour
2-4 business days:	\$2.35 per page	\$175.00 per recorded hour
Next business day:	\$3.50 per page	Next day delivery not offered

Note: The pricing listed above is for electronic delivery only. Turnaround times are calculated from the day that Ubiquis receives the audio. If physical media needs to be returned, shipping charges will apply.

Limitation on Price: In no case shall the total budget exceed the price limitation of \$28,900.00.

Funding Source: Funds to support this request are anticipated to be available in the accounts titled Governance, Assessment-Federal, Administration Fees, Higher Education Commission, and Education Credentialing in FY 20 upon the availability and continued appropriation of funds in the future operating budget:

	FY 20
06-56-56-560510-20220000-102-500731 Contracts for Program Services	\$ 5,000.00
06-56-56-560510-20220000-235-500784 Transcription Services	\$10,000.00
06-56-56-562010-25340000-102-500731 Contracts for Program Services	\$ 2,000.00
06-56-56-566510-67770000-235-500784 Transcription Services	\$ 800.00
06-56-56-566510-86790000-235-500784 Transcription Services	\$ 500.00
06-56-56-566510-90080000-102-500731 Contracts for Program Services	<u>\$10,600.00</u>
	\$28,900.00

Method of Payment: Payment is to be made on the basis of invoices which are supported by a summary of activities that have taken place in accordance with the terms of the contract. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices and reports shall be submitted to:

Angela Adams
Executive Assistant
Commissioner's Office
NH Department of Education
101 Pleasant Street
Concord, NH 03301

EXHIBIT C

Subject to Governor and Council approval, authorize the Department of Education to include a renewal option on this contract for up to one (1) additional one year term, subject to the contractor's acceptable performance of the terms therein.

EXHIBIT D**Contractor Obligations**

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC § 1001 and § 1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Contractor Initials *HM*
Date *5/29/19*

Exhibit E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 2. Does not have a proposed debarment pending;
 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Contractor Initials MM
Date 5/29/19

Exhibit F

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/stillin.pdf>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initials MM
Date 5/24/19

Exhibit G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality

All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information (including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

Contractor Initials AM
Date 5/25/19

Exhibit H

Termination

a. Termination for Cause

The DOE may terminate the Contract for cause for reasons including but not limited to the following circumstances:

1. Contractor's failure to perform the services as detailed herein and in any modifications to the Contract.
2. Contractor's failure to complete the Contract within the timeframe specified herein and in any modifications to the Contract.
3. Contractor's failure to comply with any of the material terms of the Contract.
If the DOE contemplates termination under the provisions of Subsections a.1., a.2., or a.3 above, the DOE shall issue a written notice of default describing the deficiency. The Contractor shall have five (5) business days to cure such deficiency. In the event the Contractor does not cure such deficiency, the DOE may terminate the Contract without further consideration by issuing a Notice of Termination for Default and may recover compensation for damages.
If, after the Notice of Termination for Default has been issued, it is determined that the Contractor was not in default or the termination for default was otherwise improper, the termination shall be deemed to have been a Termination for Convenience.

b. Termination for Convenience

The DOE may terminate the Contract for convenience, in whole or in part, when, for any reason, the DOE determines that such termination is in its best interest. The contract can be terminated due to reasons known to the non-Federal entity, i.e., including but not limited to program changes, changes in state-of-the-art equipment or technology, insufficient funding, etc. The Contract termination is effected by notifying the Contractor, in writing, specifying that all or a portion of the Contract is terminated for convenience and the termination effective date. The Contractor shall be compensated only for work satisfactorily completed prior to the termination of the Contract. The Contractor is not entitled to loss or profit. The amount due to the Contractor is determined by the DOE.

In the event of termination for convenience, the DOE shall be liable to the Contractor only for Contractor's work performed prior to termination.

c. The DOE's Right to Proceed with Work

In the event this Contract is terminated for any reason, the DOE shall have the option of completing the Contract or entering into an agreement with another party to complete services outlined in the Contract.

Contractor Initials MM
Date 5/29/19

State of New Hampshire

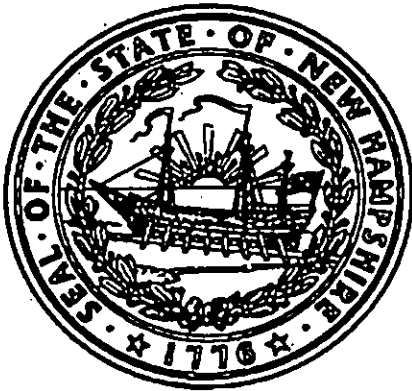
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that UBIQUS REPORTING INC. is a New York Profit Corporation registered to transact business in New Hampshire on May 13, 2013. 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: 691638

Certificate Number: 0004499798



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.

this 17th day of April A.D. 2019.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

(Corporation without a Seal)

Anthony Cosimano do hereby certify that:
(Name of the Clerk of the Corporation; cannot be signatory)

- (1) I am the duly elected clerk of Ubiquus Reporting, Inc.
(Corporation Name)
- (2) The following are true copies of the resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 5/29/19.
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Education.

RESOLVED: That Mike Mitchell Sales Manager
(Name of Contract Signatory) (Title of Contract Signatory)
is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

- (3) The foregoing resolution(s) have not been amended or revoked, and remain in full force and effect as of the 29th day of May, 2019.
(Day) (Month) (Yr) (Must be same date as the contract date)

IN WITNESS WHEREOF, I have hereunto set my hand as the Business Representative of the Corporation this 29th day of May, 2019.
(Day) (Month) (Yr) (Must be same date as the contract date)

[Signature]
(Signature of Clerk of Corporation)

NEW YORK
STATE OF NEW HAMPSHIRE

COUNTY OF NEW YORK

On May 29, 2019, the foregoing instrument was acknowledged before me.

In witness whereof I hereunto set my hand and official seal.

My commission expires on:

DAWN M JORDAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01JO6328681
Qualified in Kings County
My Commission Expires August 03, 2019

[Signature]
Notary Public/Justice of the Peace



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/8/2019

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 License # BR-767175 Hub International Northeast Limited 100 Sunnyside Boulevard Woodbury, NY 11797	CONTACT NAME:		
	PHONE (A/C No. Ext): (516) 677-4700	FAX (A/C No.): (516) 496-4040	
INSURED Ubiqu Reporting Inc.	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Sentinel Insurance Company, Ltd.		11000
	INSURER B: National Union Fire Insurance Company of Pittsburgh, PA		19445
	INSURER C: Hartford Insurance Group		914
	INSURER D: Philadelphia Indemnity Insurance Company		18058
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

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	ADOL SUBR INSR WVO	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			12/29/2018	12/29/2019	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
	OTHER:					PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY			12/29/2018	12/29/2019	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		12/29/2018	12/29/2019	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 4,000,000
	DED	RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	6/1/2019	6/1/2020	PER STATUTE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
D	E&O			12/29/2018	12/29/2019	Aggregate Limit \$ 5,000,000
D	Claims Made			12/29/2018	12/29/2019	Deductible \$ 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage

CERTIFICATE HOLDER

CANCELLATION

New Hampshire State Department of Education 101 Pleasant Street Concord, NH 03301	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

Deborah Timpone

PROFESSIONAL SUMMARY:

Self-motivated and goal-oriented Director of Production with 12 years of medical transcription/editing experience as well as 6 years in general and legal transcription. I have developed an excellent knowledge of grammar, punctuation, and spelling, and my strong organizational skills assist in my ability to meet deadlines.

PROFESSIONAL TRANSCRIPTION EXPERIENCE:

Ubiquus

Production Director:

- Director of transcript production services from inception to delivery.
- Management of in-house staff of production planners, editors, audio technicians, and government contract personnel.
- Responsible for providing customer service and support regarding all stages of transcription production.

ANP Transcriptions, New Jersey

Director of Production Services: August 2016 to present

- Contracted to provide production management of a staff of 25 subcontractors.
- Editor of continued medical education projects and general transcription.
- Responsible for creating training materials and training employees.
- Provide customer support regarding all transcriptions.

Transcriptionist: October 2014 to August 2016

- Transcribe round table meetings, conferences calls, advisory boards, and video recordings of presentations.

Timpone Transcription, Staten Island, New York

Owner/Transcriptionist: July 2012 to present

- Contracted to provide medical, legal, and general transcription to multiple transcription agencies.
- Transcribe round table meetings, conferences calls, advisory boards, and video recordings of presentations.
- Provided transcription services and met deadlines for a large medical-legal workers' compensation physician account.
- Management of all subcontracted workers.

Swift Transcription, San Francisco, California

Medical Transcriptionist: February 2006- 2012, 2015 to 2016

- Delivered transcription for orthopedic and psychiatric practices as well as medical-legal transcription.
- Developed a strong working knowledge of orthopedic terminology..

PROFESSIONAL HEALTHCARE EXPERIENCE:

AstraZeneca Pharmaceuticals, Wilmington, Delaware

CNS Sales Representative: February 2005- August 2005

- Achieved 180% of target goal for antipsychotic products.
- Developed strong working knowledge of psychiatric terminology..

Oncology Sales Representative: October 1997- February 2005

- Attained a level III Pharmaceutical Sales Specialist position.
- Developed strong working knowledge of oncology and urology terminology.

Medical Sales Representative: July 1990 – October 1997

- Exceeded sales goals of promoted cardiovascular, asthma, and antibiotic products.
- Developed strong working knowledge of general medical terminology.

MDS Laboratories, Staten Island, New York

Customer Service Representative/Receptionist: March 1988- July 1990

- Developed a strong knowledge of medical laboratory terminology.

ADDITIONAL EXECUTIVE EXPERIENCE:

Time To Go Organizers, Staten Island, New York

Professional Organizer/Co-Owner, 2007-2012

- Provided effective client service to increase business and maintain repeat business.

St. Teresa School Soccer Program, Staten Island, NY

Director of Soccer/Coach: 2005 -2013

- Responsible for all decision making pertinent to the St. Teresa School Soccer Program including training staff, conflicts, league meetings, and budgeting.

EDUCATION:

St. John's University, New York

Bachelor of Arts Degree in Psychology May 1990

Minor: Business and English

Dean's List

Golden Key National Honor Society

MELODY CONTE

EDUCATION

EMERSON COLLEGE, Boston, NY
Bachelor of Arts in Writing for TV and Film

2011

QUALIFICATIONS

- Final Cut Pro
- Microsoft Office Suite (Word, Excel, PowerPoint, Access, etc.)
- Television Studio Camera Operation
- Type 70 WPM

WRITING HIGHLIGHTS

"HUMAN CENTIPEDE: THE MUSICAL," Boston, MA & New York, NY
Writer/Actor

2011

"RECORD CELLAR": THE KEVIN BRIGHT WORKSHOP, Boston, MA
Supervising Producer

2010

CHARTER COMMUNICATIONS COMMUNITYVISION21, Newtown, CT
Intern

2005-2006

EMPLOYMENT HISTORY

Ubiquis Reporting, Inc.

2018-2019

Senior Planner

- Supervised Planning Department
- Liaise with sales teams to accomodate urgent projects
- Coordinates over 150 projects assigned to vendors per day
- Built relationships and rapport with vendors
- Familiarized self with proprietary database
- Presided over development of machine learning solutions for transcription
- Crisis management expertise

McHales Bar and Grill, New York, NY

2017-2018

Hostess

- Greeted guests in a pleasant, friendly, professional manner, and ensured their dining experience was exceptional.
- Managed restaurant waiting list during high volume to accurately set guest expectations
- Represented the team and maintained an upbeat environment to guarantee exceptional guest service
- Cleared, cleaned and reset tables in order to prepare for the next guest.

Left final impression upon guest departure encourage returning clientele

SEPHORA USA, INC., New York, NY & Boston, MA

2009-2017

Fragrance Consultant

- Engaged with clients in a pleasant, friendly, professional manner, and ensured they discovered their ideal scent
- Maintained a comprehensive database of client purchase history
- Represented the team and maintained an upbeat environment to guarantee exceptional client service
- Offered specialized expertise and brand knowledge to ensure maximum customer satisfaction
- Left final impression upon customers at checkout to encourage returning clientele
- Mentored, supervised, and supported new sales associates

COMEDY CENTRAL, New York, NY

2010

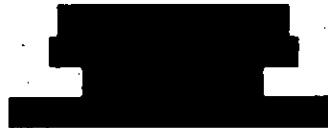
Intern

- Read scripts for development, then provided feedback and constructive criticism.
- Collaborated on network rebranding projects with On-Air promotions
- Assisted with promotional video shoots regarding network rebranding
- Searched for and presented viral and up-to-date web content as well as comedians on the rise
- Wrote published content for the Comedy Central Insider blog, as well as jokes.com
- Met with the creators of Ugly Americans to discuss future episodes
- Attended meetings about Comedy Central's new image and format, as well as current comedy specials and sketch show development

Intern

- Wrote and developed sample segments for Head Writer
 - Successfully pitched jokes for lower thirds and opening one-liners that were subsequently aired on *The Colbert Report*
 - Shadowed writers and attended pitch meetings
 - Met with writers and successfully pitched content for segments to air
- Wrote sample segments to be critiqued by Head Writer and Correspondents

Chance Hamlin



Education

Sept 2003 - May 2007 Hofstra University, Hempstead, NY
GPA: 2.99
Bachelor of Arts; Drama
Bachelor of Arts; English, concentration in Creative Writing

Work History

May 2011-Present Ubiquis Reporting, Inc.
New York, NY
Senior Editor. Overseeing a team of editors tasked with ensuring quality of produced transcripts prior to submission to clients. Providing regular feedback to transcriptionists. Facilitating clear communication between my team and the sales and planning teams.

June 2008-October 2010 Nielsen IAG
New York, NY
Show Writer. Tracking product placement in varying TV shows, inputting data and creating surveys for market research purposes. Following precise structure and grammar rules in questions and answers. Some office maintenance.

April 2008 Grassroots Campaigns
New York, NY
Street Canvasser. Soliciting contributions from passersby for various organizations (Democratic National Committee, Save the Children) Handled money and credit card information and filled out paperwork.

August 2006 Hofstra University
Hempstead, NY
Resident Safety. Checking and logging IDs of student and non-student visitors to resident dorms. Notifying campus security about unwanted or suspicious visitors, doing safety checks of dorm common areas and equipment.

Skills

Experience with Microsoft Word and Excel.
Strong interpersonal and writing skills.
Quick learner.