

*JB DM*



# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

April 24, 2014

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council  
State House  
Concord, NH 03301

### Requested Action

Pursuant to RSA 21-P:12-a(c), authorize the Department of Safety to enter into a three year agreement with Dictate Express, Inc. (VC#175331-R002) 777 S. Hwy 101, Suite 202, Solana Beach, CA 92075 in an amount not to exceed \$32,364.00 to provide transcribing services for investigations and hearings. Effective July 1, 2014 or upon Governor and Council approval (whichever is later) through June 30, 2017. Funding source: 100% Revolving Funds.

Funds are anticipated to be available in SFY 2015, SFY2016, and SFY2017, contingent upon the availability and continued appropriation of funds in future operating budgets, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

|   | <u>FY2015</u> | <u>FY2016</u> | <u>FY2017</u> | <u>Funding Source</u>     |
|---|---------------|---------------|---------------|---------------------------|
| Activity Code: 2370<br>Fire Standards & Training and<br>Emergency Medical Services<br>02-23-23-237010-40650000-502664 | \$4,176.00    | \$4,176.00    | \$4,176.00    | 100% Revolving Funds      |
| Activity Code: 2310<br>Office of Commissioner<br>Bureau of Hearings<br>02-23-23-231010-30820000-502664                | \$6,612.00    | \$6,612.00    | \$6,612.00    | 100% Agency Income (Fees) |
| TOTAL:  | \$10,788.00   | \$10,788.00   | \$10,788.00   |                           |

### Explanation

The contract is to provide transcribing services for the Department of Safety's Division of Fire Standards & Training and Emergency Medical Services and Bureau of Hearings for the transcription of recordings used in investigations and hearings.

The Division of Fire Standards & Training and Emergency Medical Services advertised the Request for Bid in the Union Leader January 31, 2014 through February 3, 2014. Of the six vendors submitting bids to the Request for Bid posted on the Purchase & Property website, Dictate Express, Inc. was the lowest bidder.

Respectfully submitted,

John J. Barthelmes  
Commissioner of Safety



Subject: Dictate Express, Inc. - Transcribing Services FORM NUMBER P-37 ( version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION

Form with fields for State Agency Name, Contractor Name, Address, Phone, Completion Date, Price Limitation, Signatures, and Acknowledgements. Includes handwritten entries like 'CA', 'San Diego', '2/25/14', and 'Conrad Rodriguez III, Notary Public'.

**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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 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

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

**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

### 2. EMPLOYMENT OF CONTRACTOR: SERVICES TO BE PERFORMED.

Dictate Express, Inc. shall provide transcribing services in accordance with RFB#402-14 to the Department of Safety, Division of Fire Standards & Training and Emergency Medical Services and the Department of Safety, Bureau of Hearings. The contract period is effective from July 1, 2014 or upon Governor & Council approval (whichever happens later) through June 30, 2017. The scope of work is listed as follows:

#### Services:

To provide professional transcribing services for investigations on behalf of the Division of Fire Standards & Training and Emergency Medical Services and transcribing services for legal proceedings on behalf of the Administrator, Bureau of Hearings. The estimated volume of pages needed to be transcribed is listed below for the two different Divisions:

Division of Fire Standards & Training and Emergency Medical Services estimated amount is 2,400 pages per fiscal year. The Administrator, Bureau of Hearings estimated amount is 3,800 pages per fiscal year.

This figure varies and is not intended to be a guarantee of the amount of work in the future. All services to be provided must be performed within the United States.

#### Requests:

The request for transcribing will be sent from either the Division of Fire Standards & Training and Emergency Medical Services or the Administrator, Bureau of Hearings by mail to the vendor in a CD format or via email in a digital format from a digital recording. The transcript is expected to be completed and returned to the Division within three (3) weeks from the date of the vendor receiving the recording. The CD must be returned to the appropriate Division with the transcript. No additional fee is to be charged for the mailing or delivery of the transcript to the Department of Safety.

#### For the Division of Fire Standards & Training and Emergency Medical Services:

One certified copy of the transcript is returned to the Division.

#### For the Administrator, Bureau of Hearings:

The vendor shall not accept a request to prepare a transcript in any form from any other party without written approval by the Department of Safety, Bureau of Hearings. Pursuant to RSA 541-A:31, VII, a party may request in writing, a transcript of the hearing, but shall first pay all reasonable costs for such transcription, as specified in administrative rule, Saf-C 203.14(b). Saf-C 203.14(b) (8) requires prepayment to the Department of Safety for a certified typed transcript of hearing, \$3.75 per page and \$1.00 per page for the copy payable to the Department of Safety. The prepared original transcript by the vendor shall be mailed to the person, agency, business at the address provided to by the Hearings Bureau and the Hearings Bureau will be sent a copy. No additional fee is to be charged to the Department of Safety for the mailing or delivery of the transcript to another location.

#### Format of the Transcript:

The transcript must be produced using the following guidelines:

- Size-the paper size is to be 8 ½ x 11 inches.
- Color-white paper is to be used.

- Ink Color-Black is to be used.
- Type Size-The letter character size is to be 10 to 12 letters per inch. This provides for approximately 63 characters to each line. Type should be letter quality.
- Numbers of Lines per Page-Each page of transcription is to contain between 23 and 25 lines of text. Each line is to be numbered. The last page may contain fewer lines if it is less than a full page of transcription. Page numbers or notations cannot be considered as part of the count of text lines.
- Margins-Typing is to begin on each page at the 1-1/2 inch left margin and continue to the 1/2 inch right margin.
- Spacing-Lines of transcript text are to be double-spaced.
- Each page of transcription is to bear numbers indicating line of transcription on the page.
- Numbering-The pages of the transcript are to be numbered in a single series of consecutive numbers for each proceeding. The page number should be placed at the top right corner of the page flush with the right margin above the first line of transcription. The page number shall not count as a line of transcript.

Content:

- Verbal-The transcript shall contain all words and other verbal expressions uttered during the course of the proceeding.
- Striking of portions of the proceeding-No portion of the proceeding shall be omitted from the record by an order to strike. The material ordered stricken, as well as the order to strike, must all appear in the transcript.
- Punctuation and Spelling-Punctuation and spelling shall be appropriate standard usage.
- Interruptions of Speech and Simultaneous Discussions-Interruptions of speech shall be denoted by the use of a dash at the point of interruption, and again at the point the speaker resumes speaking.
- Cover-The transcriptionist is to cover at no extra charge the original transcript with front and back covers of good quality sulphite paper and heavy weight transparent plastic or similar material as the Division approves.

Certification:

The transcriptionist is to authenticate the original transcript with a certificate on the last page. No additional fee is to be charged for the authentication and certification. The certification is to appear on the last page of each transcript.

|  | Fiscal Year 2015<br>July 1, 2014-June 30,<br>2015 | Fiscal Year 2016<br>July 1, 2015-June 30,<br>2016 | Fiscal Year 2017<br>July 1, 2016-June 30,<br>2017 |
|--|---|---|---|
| Cost per page for<br>Certified Original: | \$1.74  | \$1.74  | \$1.74  |
| Cost per page for<br>Certified Copy:     | \$.15   | \$.15   | \$.15   |

**EXHIBIT B**

**5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.**

The total contract price shall not exceed \$32,364.00 and breaks down as follows:

|                  |             |
|------------------|-------------|
| Fiscal Year 2015 | \$10,788.00 |
| Fiscal Year 2016 | \$10,788.00 |
| Fiscal Year 2017 | \$10,788.00 |

Partial payments are accepted. Invoices shall be submitted when services have been completed to:

State of New Hampshire  
Department of Safety  
Division of Fire Standards & Training and Emergency Medical Services  
33 Hazen Drive  
Concord, NH 03305

Or

State of New Hampshire  
Department of Safety  
Bureau of Hearings  
33 Hazen Drive  
Concord, NH 03305

## EXHIBIT C

The appropriate account numbers for the P-37 form, section 1.6 are listed below:

|  | FY2015             | FY2016             | FY2017             |
|--|--------------------|--------------------|--------------------|
| Division of Fire Standards & Training<br>and Emergency Medical Services<br>02-23-23-237010-4065-103-502664 | \$4,176.00         | \$4,176.00         | \$4,176.00         |
| Office of the Commissioner, Bureau<br>of Hearings<br>02-23-23-231010-3082-103-502664                       | \$6,612.00         | \$6,612.00         | \$6,612.00         |
| <b>TOTAL</b>   | <b>\$10,788.00</b> | <b>\$10,788.00</b> | <b>\$10,788.00</b> |

Both parties agree to amending section 14.1.1 of the P-37 amount of insurance to agree with the vendor's coverage currently in force of comprehensive general liability in the amount of \$1,000,000.00 each occurrence and excess umbrella liability of \$1,000,000.00 each occurrence. The combination of these coverages will give the State the coverage that is required by 14.1.1 of the P-37.

W



**Dictate Express**

February 20, 2014

Heather Newland  
State of New Hampshire  
NH Department of Safety  
Div of Fire Standards and Training  
33 Hazen Drive  
Concord, NH 03305

MAR 05 2014  
MAR 05 2014

RE: Certificate of Authority

Dear Ms. Newland;

As the sole member of the company known as Dictate Express, Inc., I certify that I have the authority to bind the company and that no corporate resolution, shareholder vote or other document or election is necessary to grant such authority.

Mark Caton  
President  
Dictate Express, Inc.

777 South HWY 101, Suite 202 | Solana Beach, CA 92075

619-807-0202 Mobile | 858-768-2409 Phone/Fax | [www.dictateexpress.com](http://www.dictateexpress.com)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

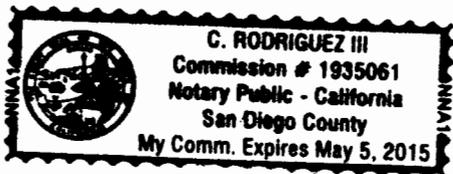
State of California

County of San Diego }

On 2/25/14 before me, C Rodriguez III  
Date Here Insert Name and Title of the Officer

personally appeared Mark Cuton  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_

Individual  Individual

Partner —  Limited  General  Partner —  Limited  General

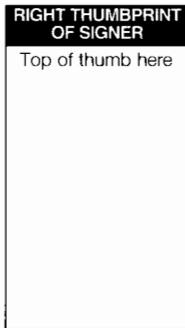
Attorney in Fact  Attorney in Fact

Trustee  Trustee

Guardian or Conservator  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_



# 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 Dictate Express is a New Hampshire trade name registered on March 18, 2014 and that Mark Caton presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4<sup>th</sup> day of April, A.D. 2014

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/23/2014

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 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).

|  |  |                                      |
|--|--|--------------------------------------|
| <b>PRODUCER</b><br>HARTLEY CYLKE PACIFIC-#0574253<br>INSURANCE SERVICES, INC.<br>2747 UNIVERSITY AVENUE<br>SAN DIEGO CA 92104-4068 | <b>CONTACT NAME:</b> CHRISTY BAILLIE<br><b>PHONE (A/C, No, Ext):</b> (619) 295-5155<br><b>E-MAIL ADDRESS:</b> christy@hcpacinsurance.com | <b>FAX (A/C, No):</b> (619) 291-0912 |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>   |                                      |
| <b>INSURED</b><br>Dictate Express, Inc., DBA: Dictate Express,<br>P.O. Box 270052<br><br>San Diego CA 92198                        | <b>INSURER A:</b> PEERLESS INSURANCE COMPANY   |                                      |
|  | <b>INSURER B:</b> GOLDEN EAGLE INSURANCE   |                                      |
|  | <b>INSURER C:</b> TRAVELERS INDEMNITY COMPANY OF   |                                      |
|  | <b>INSURER D:</b> UNDERWRITERS AT LLOYDS   |                                      |
|  | <b>INSURER E:</b><br><b>INSURER F:</b>   |                                      |

COVERAGES CERTIFICATE NUMBER: CL1442335702 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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |  |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|--|
| A        | GENERAL LIABILITY  |           |          | GL8658130     | 4/28/2014               | 4/28/2015               | EACH OCCURRENCE \$ 1,000,000                         |  |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY   |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |  |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                           |           |          |               |                         |                         | MED EXP (Any one person) \$ 5,000                    |  |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:   |           |          |               |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000                   |  |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |           |          |               |                         |                         | GENERAL AGGREGATE \$ 2,000,000                       |  |
|          | AUTOMOBILE LIABILITY   |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000                  |  |
|          | <input type="checkbox"/> ANY AUTO  |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$               |  |
|          | <input type="checkbox"/> ALL OWNED AUTOS   |           |          |               |                         |                         | BODILY INJURY (Per person) \$                        |  |
|          | <input type="checkbox"/> HIRED AUTOS   |           |          |               |                         |                         | BODILY INJURY (Per accident) \$                      |  |
|          | <input type="checkbox"/> SCHEDULED AUTOS   |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                    |  |
|          | <input type="checkbox"/> NON-OWNED AUTOS   |           |          |               |                         |                         | \$   |  |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB  |           |          | CU8651531     | 4/28/2014               | 4/28/2015               | EACH OCCURRENCE \$ 1,000,000                         |  |
|          | <input type="checkbox"/> EXCESS LIAB   |           |          |               |                         |                         | AGGREGATE \$ 1,000,000                               |  |
|          | <input type="checkbox"/> CLAIMS-MADE   |           |          |               |                         |                         | \$   |  |
|          | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                     |           |          |               |                         |                         |  |  |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  |           |          | UB0C325665    | 6/7/2013                | 6/7/2014                | WC STATUTORY LIMITS                                  |  |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                              |           |          |               |                         |                         | OTH-ER   | E.L. EACH ACCIDENT \$ 1,000,000          |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N       | N/A      |               |                         |                         |  | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000  |
|          |  |           |          |               |                         |                         |  | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D        | Errors and Omissions   |           |          | 468643        | 11/15/2013              | 11/15/2014              | Limit \$1,000,000<br>Deductible \$500                |  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
PROOF OF INSURANCE

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br><br>State of New Hampshire<br>Department of Safety<br>Division of Fire Standards &<br>Training & Medical Services<br>33 Hazen Dr<br>Concord, NH 03305 | <b>CANCELLATION</b><br><br>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<br><br>SCOTT ARTHUR/CB   |

woburn, MA 01801, other terms and conditions will be provided at the place of sale. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

OTHER TERMS, IF ANY, TO BE ANNOUNCED AT THE SALE.

Present holder of said mortgage Deutsche Bank National Trust Company, as Trustee for Ameriquet Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-R11 By its Attorneys, Connolly, Geaney, Ablitt & Willard, P.C. 304 Cambridge Road Woburn, MA 01801 Telephone: 781-246-8995 Fax: 781-246-8994

Date: January 27, 2014  
C96.1984  
(UL - Feb. 3, 10, 17)

## Legal Notice

### STATE OF NEW HAMPSHIRE LIQUOR COMMISSION INVITATION TO BID

The NHSLC proposes to enter into a contract with a contractor to provide all parts and labor for scheduled forklift maintenance and repair services on equipment, including the purchasing of new equipment, at our locations throughout the State.

Bid responses must be in compliance with proposal specifications, which can be obtained through the NH State Liquor Commission, Administrative Office, 50 Morris Street, Concord, NH from 8:00 a.m. to 4:30 p.m. Monday through Friday, by contacting Charline Everson at (603) 30-7099 for a copy by mail or by downloading them at <http://www.nh.gov/liquor/RFB2014-03ForkLiftMaintenance>. Completed proposals shall be returned no later than 11:00 a.m. on Wednesday, February 19, 2014 any bids submitted after this time will be rejected. Bids will be opened on Wednesday, February 19, 2014 at 11:00 a.m.  
(UL - Feb. 2, 3, 4)

## Legal Notice

The State of New Hampshire is seeking competitive bidding for rentals of Multifunction Photocopier-Printer-Scanner-Faxes & Accessories and Photo-copiers & Accessories for Statewide Contracts Bid# 2014-47; Bidding information can be obtained at: [http://www.admin.state.nh.us/purchasing/bids\\_posteddate](http://www.admin.state.nh.us/purchasing/bids_posteddate).  
\*sort=PostedDate%20DESC  
(UL - Jan. 31; Feb. 2, 3)

## Legal Notice

### TOWN OF FREMONT PUBLIC HEARINGS

Fremont Selectmen will hold Public Hearings on February 13, 2014 at the Town Hall, basement meeting

at 6:30 pm in accord with NH RSA 40:14 regarding a petition submitted for the Meeting Warrant relative to rescission of SB 2 in accord with RSA 40:13; and at 7:45 pm in accord with NH RSA 40:13 c & d regarding rescission of a Spewenue Fund for OHRV and Town License Fines. In case of inclement weather, the hearings will be held beginning at 7:30 pm on February 20, 2014. The is encouraged to attend.  
eb. 3)

the Bacon wage provisions.

8. No Bidder may withdraw a Bid within 60 days after the actual date of opening thereof.

The CONTRACT DOCUMENTS may be examined at the following locations:

Weston & Sampson Engineers, Inc., 100 International Drive, Suite 152, Portsmouth, NH 03801

Department of Public Works, 13 Newfields Road, Exeter, NH 03833

Dodge Reports/McGraw-Hill Construction, 880 Second Street, Manchester, NH

Copies of the Contract Documents may be obtained from Weston & Sampson Engineers, Inc. at 100 International Drive, Suite 152, Portsmouth, NH, from 8:00 a.m. to 5:00 p.m., Monday through Friday upon payment of a fee of \$250.00 per set, made in two separate checks of \$125.00 each. One \$125.00 portion of the payment will be non-refundable; the second \$125.00 portion shall be refunded upon return of the Contract Documents within two weeks following the end of the bidding period. Partial sets will not be distributed. Checks shall be made payable to Weston & Sampson Engineers, Inc.

**There will be a non-mandatory pre-bid meeting scheduled for February 19, 2014 at 9:00 A.M. in the John Doyle Room at the Department of Public Works office.**

The Town reserves the right to waive any informality or to reject any or all bids when such action is deemed in the best interests of the Town. Non-responsive and/or unbalanced bids may be rejected.  
(UL - Jan. 29; Feb. 3)

## Legal Notice

### PUBLICATION FOR SERVICE BY ORDER AND MAILING Docket No. W014D0094DR Commonwealth of Massachusetts

The Trial Court  
Probate and Family Court  
Jackie Hutson, Jr.

vs.

Candace Hutson  
Worcester Probate and Family Court  
225 Main Street  
Worcester, MA 01608  
(508) 831-2200

Upon motion of plaintiff for an order directing the defendant, to appear, plead, or answer, in accordance with Mass.R.Civ.P./Mass.R.Com.Rel.P. Rule 4, it appearing to the court that this is an action for **Divorce 1B**.

Pursuant to Supplemental Probate Court Rule 411, an Automatic Restraining Order has been entered against the above named parties. Defendant cannot be found within the Commonwealth and his/her present whereabouts are unknown. Personal service on defendant is therefore not practicable, and defendant has not voluntarily appeared in this action.

It is Ordered that defendant is directed to appear, plead, answer, or otherwise move with respect to the complaint herein on or before **04/22/2014**.

If you fail to do so this Court will proceed to a hearing and adjudication of this matter.

It is further Ordered that the accompanying summons be published once in a newspaper of general circulation in **Seabrook, NH**, a newspaper published in **Seabrook, NH**, the publication to be **20 days** at least before said return day. It is further Ordered that a copy of the summons be mailed to the defendant at his/her last known address by registered or certified mail.

Date: January 27, 2014

Denise L. Meagher  
Justice of Probate and Family Court  
(UL - Feb. 3)

Hillsborough County Registry of Deeds.

The above-described premises shall be so sold subject to all easements, restrictions, municipal or other public taxes, assessments, liens or claims in the nature of liens, outstanding tax titles, building, zoning and other land use laws and all permits and approvals issued pursuant thereto, and existing encumbrances of record created prior to said Mortgage, if there be any. Said premises are to be sold subject to the right of redemption of the United States of America, if any there be. The successful bidder shall be required to sign a Memorandum of Terms of Sale. Other terms, if any, to be announced at the time and place of sale. The description of the premises contained in said mortgage shall control in the event of error in publication.

The Mortgagee may amend or alter the terms of sale by oral or written notice before or at the auction sale. The Mortgagee may reject and accept bids at its discretion. The auction sale may be canceled or continued to another date or time on notice by the Mortgagee.

You are hereby notified that you have the right to petition the superior court for the county in which the mortgaged premises are situated, with service upon the mortgagee, and upon such bond as the court may require, to enjoin the scheduled foreclosure sale.

For purposes of the immediately foregoing paragraph, service upon the mortgagee shall mean service upon such holder, CitiMortgage, Inc.

Dated at Natick, Massachusetts this 15th day of January, 2014.

CITIMORTGAGE, INC.

Present Holder of Said Mortgage,  
By its Attorneys,

CUNNINGHAM, MACHANIC, CETLIN,  
JOHNSON, HARNEY & TENNEY, LLP  
By: Dana A. Cetlin, Esq.  
CUNNINGHAM, MACHANIC, CETLIN,  
JOHNSON, HARNEY & TENNEY, LLP  
220 North Main Street, Suite 301  
Natick, MA 01760  
(508) 651-7524

#346273

(UL - Jan. 27; Feb. 3, 10)

## Legal Notice

### STATE OF NEW HAMPSHIRE DEPARTMENT OF SAFETY DIVISION OF FIRE STANDARDS & TRAINING AND

EMERGENCY MEDICAL SERVICES  
33 Hazen Drive

Concord, New Hampshire 03305

Phone: 603-223-4200

Fax: 603-271-1091

John J. Barthelmes, Commissioner  
Deborah A. Pendergast, Director

### PUBLIC NOTICE FOR BID #402-14 WANTED, TRANSCRIBING SERVICES

for a period of three (3) years for the State of New Hampshire, Department of Safety, Division of Fire Standards & Training and Emergency Medical Services and the Office of the Commissioner, Bureau of Hearings. Reference Bid #402-14.

Interested parties can obtain a copy of these specifications by contacting Heather Newland, Division of Fire Standards & Training and Emergency Medical Services, at 603-223-4200 ext. 31005 or [heather.newland@dos.nh.gov](mailto:heather.newland@dos.nh.gov). This information may also be obtained by logging onto the State's website at <http://www.admin.state.nh.us/purchasing/>. Any and all requests must follow the directions as specified on Bid #402-14 and must be received by 2:00 p.m. on February 12, 2014. The State reserves the right to accept or reject any or all proposals.

(UL - Jan. 31; Feb. 2, 3)

144682  
NH Fire Acc. & Train.

# TITLE I

## THE STATE AND ITS GOVERNMENT

### CHAPTER 21-P

#### DEPARTMENT OF SAFETY

#### General Provisions

##### Section 21-P:12-a

##### **21-P:12-a Division of Fire Standards and Training and Emergency Medical Services; Disposition of Funds. –**

I. There is established within the department a division of fire standards and training and emergency medical services, under the supervision of an unclassified director of fire standards and training and emergency medical services who shall administer and supervise a fire and emergency medical service training and research program throughout the state. The director of fire standards and training and emergency medical services shall be nominated by the commissioner of safety, after consultation with the fire standards and training commission and the emergency medical and trauma services coordinating board, for appointment by the governor, with consent of the council, and shall serve a term of 4 years until a successor is appointed. The commission shall take a recorded vote regarding its concurrence or non-concurrence in the commissioner's nomination decision. If the commission votes not to concur in the decision, it shall submit a letter to the commissioner so stating, and the commissioner shall in turn submit that letter to the governor and council. The director of fire standards and training and emergency medical services shall be academically and technically qualified to hold the position, and shall receive the salary specified in RSA 94:1-a.

II. The director shall:

(a) Be responsible for the day-to-day operations of the division of fire standards and training and emergency medical services, the operations of the fire academy, including establishing training programs and offering instruction in methods of determining and dealing with the causes of fire and the prevention of fire, techniques in firefighting, emergency medical services, and rescue, research and techniques in firefighting and fire protection, the administration and management of fire departments and emergency medical services units, and the provisions of RSA 21-P:12-b.

(b) Establish fees to be collected for tuition, licenses, and services. Such fees shall be subject to the approval of the commissioner of the department of safety. The commissioner may for good cause waive any fees charged under this subparagraph and may authorize tuition reimbursement from the fire standards and training and emergency medical services fund.

(c) Establish, maintain, approve, and certify programs, courses, institutions, and facilities for study for all fire service and emergency medical services personnel and recruits according to accepted curricula.

(d) Develop and administer the provision of professional instruction and training for all fire, rescue, and emergency medical services.

(e) Develop and promote new methods and practices of firefighting, delivery of emergency medical services, rescue operations, injury prevention, fire prevention, and fire and emergency medical services administration.

(f) Disseminate information relative to fire and rescues, techniques of firefighting and rescuing, fire prevention, fire administration, emergency medical services, and other related subjects to all interested agencies and individuals throughout the state.

(g) Be authorized to employ part-time instructors or assistants and compensate them for organizing, developing, and conducting approved fire training, emergency medical services, and rescue courses or other work as directed at an hourly rate established by the commissioner and for mileage and expenses incurred in performing their official duties.

(h) With the approval of the commissioner, accept in the name of the state any and all donations, fees for tuition, rents, services and any and all moneys and grants from any governmental unit, public agency, institution, person, firm, or corporation and receive, utilize, expend, and dispose of such funds subject to budgetary provisions, consistent with the rules of the department of safety and the purposes or conditions of the donations or grant.

III. The receipt of a donation or grant under subparagraph II(h) shall be noted in the biennial report of the department of safety, which will also identify the nature of the donation or grant and the conditions of the donation or grant, if any. Any moneys received by the division pursuant to subparagraph II(h) shall be deposited in the state treasury to the account of the department of safety and shall not lapse. In addition, the division may receive, hold, and use gifts, bequests, and devises either outright or in trust for purposes consistent with this chapter.

**Source.** 1994, 389:9. 1997, 135:1. 1998, 321:3. 2001, 91:15. 2004, 171:26, eff. July 24, 2004.