

50 *OK*

THE STATE OF NEW HAMPSHIRE

CHAIRMAN
Amy L. Ignatius

COMMISSIONERS
Michael D. Harrington
Robert R. Scott

EXECUTIVE DIRECTOR
Debra A. Howland



PUBLIC UTILITIES COMMISSION
21 S. Fruit Street, Suite 10
Concord, N.H. 03301-2429

TDD Access: Relay NH
1-800-735-2964

Tel. (603) 271-2431

FAX (603) 271-3878

Website:
www.puc.nh.gov

April 18, 2013

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

Your Excellency and Honorable Councilors:

REQUESTED ACTION

Authorize the New Hampshire Public Utilities Commission to amend its contract with Steven E. Patnaude, LCR, Boscawen, New Hampshire, (Vendor No. 151385) to provide court reporting services by increasing the amount by \$3,000.00 from \$4,500.00 to \$7,500. The original contract was approved by Governor and Council on November 14, 2012, Item #67, through September 30, 2014. Funding is 100% Utilities Assessment.

Funds are available for payment of these services from account Current Expenses - Misc, as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

01-81-81-810010-28120000 Office of the Commissioner

<u>Account</u>	<u>FY 2013</u>	<u>FY 2014*</u>
010-081-28120000-020-500252		
(Current Expenses - Misc)	\$2,500.00	\$500.00

(*Pending Budget Approval for FY 2014)

EXPLANATION

The New Hampshire Public Utilities Commission (Commission) requests an increase to the amount of the contract due to the costs for hearing transcripts associated with rulemaking proceedings required by the Administrative Procedure Act (RSA 541-A). A number of the New Hampshire Code of Administrative Rules pertaining to utilities regulated by the Commission expired or will expire in fiscal year 2013, and several rulemakings are likely to continue into fiscal year 2014. Since approval of this contract by Governor and Council, \$2,423.50 has been spent on hearing transcripts related to rulemaking proceedings for Gas, Steam and Pipeline utilities, as well as the Commission's Rules of

Practice and Procedure. The rulemaking dockets for Water and Sewer were initiated in March and the proceedings for the Electric and Telephone will be scheduled shortly. The only other contract cost incurred by the Commission during this period was related to its "After Action" report for the October 2011 snow storm.

Your approval of our request is appreciated.

Respectfully submitted,



Amy L. Ignatius
Chairman

ALI/eaw
Attachment G&C request of November 14, 2012, Item #67

**AMENDMENT No. 1 TO
PROFESSIONAL SERVICES CONTRACT**

Now comes the Public Utilities Commission, hereinafter "the agency," and Steven E. Patnaude, LCR, hereinafter "the Contractor," and, pursuant to an agreement between the parties and approved by the Governor and Council on November 14, 2012, Item #67, hereby agree to modify same as follows:

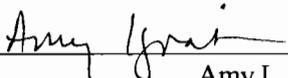
1. The Price Limitation in Item 1.8 and Exhibit B is hereby increased from \$4,500.00 to \$7,500.00 effective upon Governor and Council approval.
2. All other provisions of the contract remain in effect.

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

IN WITNESS WHEREOF, the parties hereto have set their hands on this the 7th day of April, 2013.

THE STATE OF NEW HAMPSHIRE
Public Utilities Commission

By:



Amy L. Ignatius, Chairman

Steven E. Patnaude, LCR

By:



Steven E. Patnaude

STATE OF NEW HAMPSHIRE
County of Merrimack

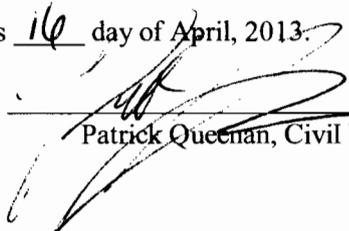
On this the 7th day of April, 2013, before me personally appeared, Steven E. Patnaude who acknowledged himself to be the individual who executed the foregoing instrument for the purposes therein contained.

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

By: 

Notary Public, Justice of the Peace
LORI A. DAVIS, Notary Public
My Commission Expires July 11, 2017

Approved as to form, substance and execution by Attorney General this 16 day of April, 2013.

By: 

Patrick Queenan, Civil Bureau Attorney

THE STATE OF NEW HAMPSHIRE



CHAIRMAN
Amy L. Ignatius

COMMISSIONERS
Michael D. Harrington
Robert R. Scott

EXECUTIVE DIRECTOR
Debra A. Howland

100 Access, New York
1-800-735-3664
Tel: 603-271-1100
Fax: 603-271-1100
E-mail: info@puc.nh.gov
www.puc.nh.gov

PUBLIC UTILITIES COMMISSION
21 S. Fruit Street, Suite 10
Concord, N.H. 03301-2429

October 31, 2012

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

G & C Date 11-14-2012
Item Number 67
Approved

Your Excellency and Honorable Councilors:

REQUESTED ACTION

Authorize the New Hampshire Public Utilities Commission to enter into a contract with Steven E. Patnaude, LCR, Boscawen, New Hampshire, (Vendor No. 151385) to provide court reporting services from the date of Governor and Council approval through September 30, 2014, in an amount not to exceed \$4,500.00 and with an option to renew for an additional two-year period, in an amount not to exceed \$4,500.00. Funding is 100% Utilities Assessment.

Funds are available for payment of these services from account Current Expenses - Misc, as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

01-81-81-810010-28120000 Office of the Commissioner

<u>Account</u>	<u>FY 2013</u>	<u>FY 2014*</u>	<u>FY 2015*</u>
010-081-28120000-020-500252 (Current Expenses - Misc)	\$3,000.00	\$1,200.00	\$300.00

(*Pending Budget Approval for FY 2014 and FY 2015)

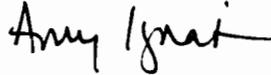
EXPLANATION

The New Hampshire Public Utilities Commission (Commission) has selected Steven E. Patnaude, LCR as its official court reporter for hearings before the Commission. The Request for Proposals for Court Reporting Services (RFP) was published in the Union Leader for three days, posted on the Commission's website, posted on the State of New Hampshire's Purchase & Property's website and mailed directly to over 40 licensed court stenographers and several court reporting firms. The Commission received two proposals, of which Mr. Patnaude was the lowest bidder. Mr. Patnaude has been the Commission's court reporter in previous years and is accustomed to the hearing room practices and procedures of the Commission.

According to the terms of the contract, all fees and charges for transcription services are, for the most part, billed directly to the petitioner and participants in a proceeding. However, there are instances, as have occurred in the past, when the Commission assumes the obligation for the transcripts. These instances are infrequent and usually result from certain rulemaking proceedings or dockets where the petitioners are unable to absorb the cost.

Your approval of our request is appreciated.

Respectfully submitted,



Amy L. Ignatius
Chairman

ALI/mac

**Ranking of Responses to
September 27, 2012 Request for Proposals for
Court Reporting Services**

Name of Company	Combined Score	Ranking
Avicore Reporting & Videoconferencing	92	2
Steven E. Patnaude, LCR	100	1

Proposals evaluated by:
Debra A. Howland, Executive Director
Michelle A. Caraway, Director of Administration

**Detailed Scoring Results
Combined**

Criteria & Number of Points Assigned	Avicore Reporting & Videoconferencing	Steven E. Patnaude, LCR
Rates (50)	45	50
The knowledge and practical experience that the firm and staff possess including certifications or degrees and years and type of experience in computer aided transcription and instant real-time services (20)	20	20
The contractor's experience in providing similar services to other utility commissions or regulatory agencies (15)	12	15
The availability and accessibility of staff assigned to the project (15)	15	15
Total (100)	92	100

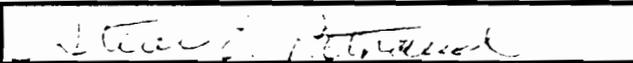
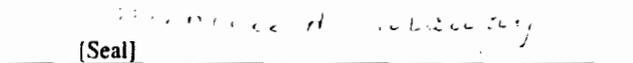
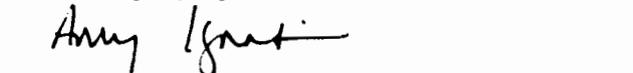


Subject: Court Reporting Services FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>New Hampshire Public Utilities Commission</u>		1.2 State Agency Address <u>21 S. Fruit St., Suite 10, Concord, NH 03301-2429</u>	
1.3 Contractor Name <u>Steven E. Patnaude, LCR</u>		1.4 Contractor Address <u>Boscawen, NH 03303</u>	
1.5 Contractor Phone Number <u></u>	1.6 Account Number <u>28120000-500252</u>	1.7 Completion Date <u>September 30, 2014</u>	1.8 Price Limitation <u>\$4,500.00</u>
1.9 Contracting Officer for State Agency <u>Amy L. Ignatius, Chairman</u>		1.10 State Agency Telephone Number <u>603-271-2431</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Steven E. Patnaude</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>10/21/2014</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  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Merrimack County, New Hampshire</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Amy L. Ignatius, Chairman</u>	
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) By:  On: <u>01/31/2012</u>			
1.18 Approval by the Governor and Executive Council 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, 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

Contractor Initials
Date

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

SCOPE OF WORK

1. Description of Services Required by Contractor:

Steven E. Patnaude, LCR (Contractor) shall provide the following services for the New Hampshire Public Utilities Commission (Commission):

- 1.1. The Contractor shall provide licensed court reporters proficient in the skills of Computer Aided Transcription (CAT) to report and transcribe all scheduled proceedings as directed by the Commission.
- 1.2. The cost of preparing and furnishing transcripts shall be recovered by the Contractor directly from the responsible utility or the party specified by the Commission. The Contractor shall deliver to the Commission an original transcript and one copy thereof to the responsible utility or party within the specified time limits.
- 1.3. In accordance with Paragraph 9 of Attachment 1 (Agreement General Provisions), transcripts produced under this contract are the property of the Commission. Transcripts are posted to the Commission's website upon receipt.
- 1.4. The Contractor shall deliver to the Commission, when requested, a draft electronic transcript, the format to be determined by the Commission from time to time, within one (1) hour of the close of a hearing day. The electronic transcript must be identified by docket number and date and described as "DRAFT - FOR REVIEW ONLY."
- 1.5. The Contractor shall deliver to the Commission, when requested, a "Transcript Status Report" indicating by Commission docket number, docket title and hearing date, the type of service provided, the date the transcript was delivered to the Commission, which parties received copies and other information which may be requested from time to time by the Commission.
- 1.6. The Contractor shall obtain prior approval from the Executive Director or designee before any expedited or next-day transcript is prepared on behalf of the Commission.
- 1.7. The Commission does not provide office space for the Contractor. However, if a work area is deemed available by the Commission, it may be used by the Contractor with prior Commission approval.
- 1.8. All necessary equipment and supplies to produce transcripts as described in this contract shall be provided by the Contractor.
- 1.9. Appropriate computer jacks and electrical outlets for computerized transcription shall be made available to the Contractor in all of the Commission hearing rooms where

Contractor Initials _____

Date _____

Page 1 of 7

Contractor's services will be performed.

- 1.10. The Contractor warrants and represents that all software used by Contractor in supplying the services and products described herein has been procured by Contractor under valid licenses from the manufacturer or other owners thereof, and that the Contractor is not now nor will be during the term of this contract in default under any such license.
- 1.11. Licensed reporters performing the services on behalf of the Contractor shall conduct themselves in a businesslike manner, and according to the best standards of the reporting profession. They shall present themselves to the presiding official at the time and place of the designated proceeding and shall at all times be governed by the instructions of said presiding official.
- 1.12. The Contractor shall receive no less than twenty-four (24) hours' notice of a proceeding requiring court reporting services. If, for any reason, the Commission cancels a request for reporting services, the Contractor shall bear any expense incident thereto, provided the Commission notified the Contractor orally or in writing, of such postponement or cancellation at least twenty-four hours prior to the event for which reporting services were requested. The Commission, when practicable, shall give the Contractor notice of the requirement for reporting services not less than three days prior to the date of the requirement, if the event to be transcribed is to be conducted outside of Concord, New Hampshire.
- 1.13. All Commission proceedings must be recorded. The Commission reserves the right to record, on magnetic tape or in a digital format, certain hearings. The Commission has the option to direct the Contractor to transcribe said proceedings.
- 1.14. In the event that the Commission should require transcription services which the Contractor is unable to provide, the Commission may require the Contractor to obtain said services through subcontract.
- 1.15. The term of this contract shall be two years. This contract may be renewed for a period of time not to exceed two years by mutual agreement of the contractor and the Commission.

2. Format of Transcripts:

- 2.1. The transcript shall be provided in the following format:
 - 2.1.1. The hardcopy of the transcript shall be printed double-sided on 8½ by 11-inch paper, 25 lines per page, bound.
 - 2.1.2. The transcript shall have a margin of 1¼" at the left and ½" at the right, not less than 10 letters to the inch, twenty-four lines of text to the page and two single spaces between lines.
 - 2.1.3. Whenever testimony is continuous, requiring more than one line, each line must

Contractor Initials
Date 10/21/12
Page 2 of 7

be numbered; the typing shall begin as close as possible to the left margin, and extend as nearly as possible to the right margin, words to be properly hyphenated when necessary.

- 2.1.4. All appearances shall be recorded and a statement for whom the appearances were made. The names of such persons shall be incorporated into the transcript only for the first day on which the appearances were made.
 - 2.1.5. The title page shall show "State of New Hampshire, Public Utilities Commission," date and start time of hearing, place of hearing, docket number, utility name, docket title, presiding officials and appearances. Footers shall be used at the bottom of each page indicating the docket number, date and hearing day number for said hearing. Each page of the transcript shall be consecutively numbered in the top right hand corner.
 - 2.1.6. Exhibits, bench or record requests, matters administratively noticed and the sequence of examination for each witness shall be separately indexed and shall follow the title page.
 - 2.1.7. Pages containing thirteen lines or more shall be considered and paid for as full pages. No charge shall be made for pages containing fewer than thirteen lines.
 - 2.1.8. Upon request, the Contractor shall provide a condensed transcript, one copy, consisting of 4 transcript pages to a single page (as described in §1-6 above), printed double-sided on 8½ by 11-inch paper.
- 2.2. The Contractor shall provide an electronic copy of the final transcript, in searchable portable document format (PDF). The electronic copy shall be transferred to the Commission by email to executive.director@puc.nh.gov.
 - 2.3. Transcripts shall be prepared as Regular Delivery (delivered no more than ten (10) business days from the date of the proceeding), Expedited Delivery (delivered no more than four (4) business days from the date of the proceeding), and Next-Day Delivery (by 9:00 a.m. on the first business day following the proceeding). The Contractor shall coordinate with the Commission requests for Hourly Delivery (i.e., excerpts of testimony, closing statements, etc.) (delivered within two (2) hours after the proceeding).

3. Delivery of Services

- 3.1. It shall be the duty of the Contractor to exercise all good faith efforts to deliver transcripts within the time limits listed in Section 2.3.
- 3.2. Failure to provide personnel to record testimony for duly noticed hearings, tardiness for duly noted hearings, late delivery of transcripts, poor quality test transcription, system failure or failure to observe generally accepted transcription practices shall be grounds for termination of the contract or lesser penalties, including, but not limited to, those defined below, at the sole discretion of the Commission.

Contractor Initials

Date

11/11/11

Page 3 of 7

- 3.3. If the Contractor fails to furnish items and/or services in accordance with all requirements, including delivery, the State may repurchase similar items or services from any other source without competitive bidding, and the original bidder may be liable to the State for any excess costs. If the Contractor is unable to complete delivery by the date specified, he must contact the Commission. However, the Commission is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire.

4. Penalties

It shall be the duty of the Contractor to exercise all good faith efforts to deliver transcripts within the time limits listed herein above. The Commission may, at its sole discretion, assess the following penalties on late delivered transcripts:

- 4.1. Failure to deliver within the time limits shall result in 90% of the applicable fee being payable if the delivery is not more than two (2) business days late.
- 4.2. Transcripts delivered more than two (2) business days late but less than five (5) business days late shall result in 75% of the applicable fee being payable.
- 4.3. Transcripts delivered more than five (5) business days late but less than seven (7) business days late shall result in 50% of the applicable fee being payable.
- 4.4. Transcripts delivered more than seven (7) business days late but less than ten (10) business days late shall result in 25% of the applicable fee being payable.
- 4.5. Transcripts delivered more than ten (10) business days late shall result in 10% of the applicable fee being payable.

EXHIBIT B

CONTRACT PRICE AND METHOD OF PAYMENT

1. Not to Exceed Price:

1.1. Contractor will charge for court reporting services and other expenses incurred, with prior Commission approval, for an amount not to exceed \$4,500.00. Services will be provided as presented below:

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	For Transcripts posted on Commission website upon receipt
	Contractor to provide Court Reporting Services for the Commission, in accordance with the Request for Proposals.	
1.	Appearance Fees for Licensed Court Reporter: Half day (less than 4 hours), per diem: Full day (4 hours or more to 5:00 p.m.), per diem: Evening (after 6:00 pm), per diem: If hearing does not go forward, per diem:	\$110.00 \$150.00 \$175.00 No Charge
2.	<hr/> Transcript - Regular Delivery (Maximum 10 business days from the date of hearing) Original & one hard copy: Condensed transcript: Electronic copy submitted to Commission in PDF	\$5.00 per page \$15.00 flat fee Included
3.	<hr/> Transcript - Expedited Delivery (Maximum 4 business days from the date of hearing) Original & one hard copy: Condensed transcript: Electronic copy submitted to Commission in PDF	\$6.75 per page \$15.00 flat fee Included
4.	<hr/> Transcript - Next-Day Delivery (by 9:00 a.m. the following business day) Draft electronic copy submitted to Commission within 1 hour after close of hearing) Original & one hard copy: Condensed transcript: Final electronic copy submitted to Commission in PDF	No charge \$9.00 per page \$15.00 flat fee Included
5.	<hr/> Transcript - "Hourly" (delivered within two hours) Original & one hard copy: Electronic copy submitted to Commission in PDF	\$9.00 per page Included
6.	<hr/> Hard Copy Transcript Fee for extra copy(ies) beyond original & one copy: State agency copies: Condensed transcript only: Electronic copy only (no paper copy):	\$1.00 per page \$0.50 per page \$1.00 per page \$1.00 per page

- 1.2 Transportation to and from hearings in Concord shall be the sole responsibility of the Contractor. Contractor shall be reimbursed by the responsible utility or the party specified by the Commission for transportation to and from hearings held outside Concord at the standard mileage reimbursement rate allowed by the Internal Revenue Service on the date of travel.

2. Method of Payment:

Upon delivery of the transcripts, or on the fifteenth day of the month following the month in which services and expenses are performed, the Contractor shall submit a voucher to the party responsible for payment under Puc 202.11 or its successor. Each voucher shall contain:

- 2.1. The name and address of the Contractor; and
- 2.2. For each event for which services were rendered:
 - 2.2.1. Its identity by name and docket number;
 - 2.2.2. The service performed in that event including the date of appearance, if any, the number of pages of transcript prepared, if any, and the number of copies made of such transcript, if any;
 - 2.2.3. The fee claimed for the service performed separately stated as to appearance fee, transcript fee, and copy fee.

Contractor Initials SJP
Date 11/11/11
Page 6 of 7

EXHIBIT C
SPECIAL PROVISIONS

1. Applicability

1.1. The rates contained in Exhibit B shall apply to all events and transcriptions thereof occurring after the effective date hereof.

1.2. All orders of the contracting officer for transcripts or appearance, outstanding on the effective date hereof, shall remain in effect unless cancelled by the contracting officer.

2. Advertising

Without limiting the generality of paragraph 9 of the general provisions, and in addition to that paragraph, the Contractor shall not use the names of parties to proceedings before the Commission to solicit or stimulate sales of transcripts; and the Contractor shall not use the name of the Public Utilities Commission, or the State of New Hampshire, in any stationary, advertising materials or other sales method.

3. Insurance

Item 14.1.1. of the General Provisions, Agreement is hereby replaced as follows:

14.1.1 Contractor shall provide evidence of compliance with RSA 310-A:177 Surety Bond Required.

Contractor Initials _____

Date _____

Page 7 of 7



CONTINUATION CERTIFICATE

PRINCIPAL:
STEVEN E. PATNAUDE

BOND NO.:
BLV-1896316

CONTINUATION EFFECTIVE DATE
FROM:08/21/11 TO:08/21/14

OBLIGEE:
STATE OF NEW HAMPSHIRE
99 NORTH STATE STREET
CONCORD NH 3301

AGENT:
USI-NE MANCHESTER

PO BOX 6360
MANCHESTER, NH 03108

BOND AMOUNT: 1,000

PREMIUM:\$ 125

IT IS HEREBY AGREED THAT THE CAPTIONED NUMBERED BOND IS CONTINUED IN FORCE IN THE ABOVE AMOUNT FOR THE PERIOD OF THE CONTINUED TERM STATED ABOVE AND IS SUBJECT TO ALL THE COVENANTS AND CONDITIONS OF SAID BOND.

THIS CONTINUATION SHALL BE DEEMED A PART OF THE ORIGINAL BOND, AND SUBSEQUENT CHANGES, IF ANY, AND NOT A NEW OBLIGATION, NO MATTER HOW LONG THE BOND HAS BEEN IN FORCE OR HOW MANY PREMIUMS ARE PAID FOR THE BOND, UNLESS OTHERWISE PROVIDED FOR BY STATUTE OR ORDINANCE APPLICABLE.

THE AGGREGATE LIABILITY OF THE HANOVER INSURANCE COMPANY FROM THE DATE OF THE ISSUANCE OF SAID BOND TO THE DATE OF EXPIRATION OF THIS CERTIFICATE SHALL NOT EXCEED THE SUM WRITTEN ABOVE.

IN WITNESS WHEREOF, THE COMPANY HAS CAUSED THIS INSTRUMENT TO BE DULY SIGNED, SEALED AND DATED AS OF THE ABOVE "CONTINUATION EFFECTIVE DATE".

BY: Barbara A. Hollick
ATTORNEY-IN-FACT