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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

May 29, 2018

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

REQUESTED ACTION

Authorize the Department of Education to amend an existing contract on a **sole source** basis with Ubiquis Reporting, Inc., New York, NY, (Vendor code 249531), by extending the completion date from June 30, 2018 to June 30, 2019 and increasing the price limitation by \$18,600.00 from \$19,360.00 to \$37,960.00, to provide official record transcription services, for the period effective July 1, 2018, upon Governor and Council approval. This contract was originally approved by the Commissioner of Education on October 2, 2017. 17% General Funds, 83% Federal Funds

Funds to support this request are available in the accounts titled Title I Compensatory Education, Governance, Higher Education Commission, and Federal Assessment as follows:

	<u>FY 19</u>
06-56-56-562010-25090000-235-500784 Transcription Services	\$ 1,500.00
06-56-56-560510-20220000-235-500784 Transcription Services	\$14,500.00
06-56-56-566510-86790000-235-500784 Transcription Services	\$ 600.00
06-56-56-562010-25340000-102-500731 Contracts for Program Services	<u>\$ 2,000.00</u>
	\$18,600.00

EXPLANATION

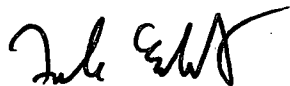
The Department is requesting this be a **sole source** amendment due to the fact the funding increase exceeds ten percent of the original total. A request for proposals was posted on the Department website on August 2, 2017 and in the Union Leader on August 4, 2017 and August 6-7, 2017. In that request for proposals, there was an option to renew for one additional year, however, the renewal clause was not mentioned in Exhibit C of the original in-house contract.

His Excellency, Governor Christopher T. Sununu
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May 29, 2018
Page 2 of 2

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

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE:emr

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Commissioner's Office, hereinafter "the Agency," and Ubiqu Reporting, Inc., New York, NY, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by the Commissioner of Education on October 2, 2017 hereby agree to modify same as follows:

1. Amend Section 1.7 by removing June 30, 2018 and replacing with June 30, 2019
2. Amend Section 1.8 by removing \$19,360.00 and replacing with \$37,960.00
3. Remove Exhibit A (Scope of Services) and replace with Exhibit A-1
4. Remove Exhibit B (Budget) and replace with Exhibit B-1 (Budget)
5. All other provisions of the contract shall remain in effect.
6. This modification shall be effective July 1, 2018 upon Governor and Council approval.

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

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

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office

By: *[Signature]*
Commissioner of Education

Ubiqu Reporting, Inc.
Name of Corporation (Contractor)

By: *[Signature]*, Production Director
Signature, Title

STATE OF New York

County of New York

On this the 23rd day of May, 2018 before me, Steven J. Albert, the undersigned officer, personally appeared Andrew Zisits who acknowledged himself/herself to be the Production Director of Ubiquis, a corporation, and that he/she, as such Production Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Production Director

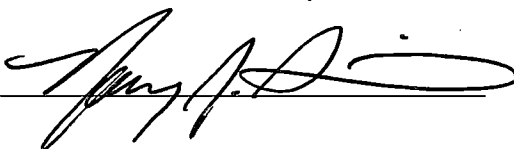
In witness whereof I hereto set my hand and official seal.

[Signature]
Notary Public/Justice of the Peace

STEVEN J. ALBERT
NOTARY PUBLIC-STATE OF NEW YORK
No. 01AL6234881
Qualified In New York County
My Commission Expires 01-31-2019

Approved as to form, substance and execution by the Attorney General this 1st day of June, 2018.

Division of Attorney General Office

By: 

Approved by the Governor and Council this _____ day of _____, 2018

By: _____

EXHIBIT A-1
SCOPE OF SERVICES

Ubiquis Reporting, Inc. will provide the following services to the New Hampshire Department of Education for the period effective July 1, 2018 through June 30, 2019, upon Governor and Council approval:

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

EXHIBIT B-1
Budget through June 30, 2019

Pricing

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

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


Limitation on Price: In no case shall the total budget exceed the price limitation of \$18,600.00.

Funding Source: Funding for this contract is available in the accounts titled Title I Compensatory Education, Governance, Higher Education Commission, and Federal Assessment as follows:

	FY 19
06-56-56-562010-25090000-235-500784 Transcription Services	\$ 1,500.00
06-56-56-560510-20220000-235-500784 Transcription Services	\$14,500.00
06-56-56-566510-86790000-235-500784 Transcription Services	\$ 600.00
06-56-56-562010-25340000-102-500731 Contracts for Program Services	\$ 2,000.00

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

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


5/23/18

State of New Hampshire

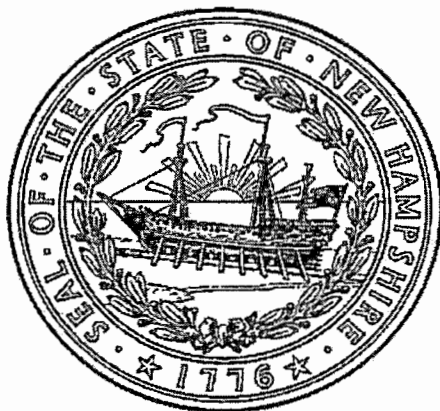
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that UBIQUS REPORTING INC. is a New York Profit Corporation registered to transact business in New Hampshire on May 13, 2013. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **691638**

Certificate Number: **0004092896**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of May A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE

(Corporation With Seal)

I Joanne Bove, President of Ubiquis Reporting, Inc., do hereby certify that: (1) I am the duly elected and acting President of Ubiquis Reporting, Inc., a New York corporation (the "Corporation"); (2) I maintain and have custody and am familiar (State of incorporation) with the seal and minute books of the Corporation; (3) I am duly authorized to issue certificates; (4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 23 day of May, 2018, which meeting was duly held in accordance with New York law and the by-laws of the Corporation: (State of incorporation)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Education, providing for the performance by the Corporation of certain services, and that the Secretary (and Treasurer) (and the Production Director) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) and (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this corporation affixed to any instrument or document in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

(5) the foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; (6) the following person(s) (has) (have) been duly elected to and now occupy the office(s) indicated below.

Vincent Nguyen Secretary
Guillaume Dumortier Treasurer
Andrew Ziats Production Director

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Corporation and have affixed its corporate seal this 23 day of May, 2018.

(SEAL)

Joanne Bove
President

STATE OF New York
COUNTY OF New York

On this the 23rd day of May, 2018, before me, Steven J. Albert, the undersigned,

personally appeared Joanne Bove, who acknowledged her/himself to be the President of Ubiquis Reporting, Inc., a corporation, and that she/he as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(SEAL)

STEVEN J. ALBERT
NOTARY PUBLIC-STATE OF NEW YORK
No. 01AL6234881
Qualified in New York County
My Commission Expires 01-31-2019

Steven J. Albert
Notary Public/Justice of the Peace

My Commission expires:



UBIQREP-01

CCASELLA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/25/2018

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

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

PRODUCER License # BR-767175 Hub International Northeast Limited 100 Sunnyside Boulevard Woodbury, NY 11797	CONTACT NAME:	
	PHONE (A/C, No, Ext): (516) 677-4700	FAX (A/C, No): (516) 496-4040
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Continental Indemnity Company		28258
INSURER B : National Union Fire Insurance Company of Pittsburgh, PA		19445
INSURER C : Philadelphia Indemnity Insurance Company		18058
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Ubiquis Reporting Inc.

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR				12/29/2017	12/29/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				12/29/2017	12/29/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000				12/29/2017	12/29/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Errors & Omissions				12/29/2017	12/29/2018	Aggregate \$ 5,000,000 SIR \$ 25,000

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

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary Jeanne Glavin



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/30/2018

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.

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PRODUCER License # BR-767175 Hub International Northeast Limited 100 Sunnyside Boulevard Woodbury, NY 11797	CONTACT NAME:	
	PHONE (A/C, No, Ext): (516) 677-4700	FAX (A/C, No): (516) 496-4040
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Hartford Fire Insurance Company	NAIC # 19682
	INSURED Ubiquis Reporting Inc.	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				06/01/2017	06/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER **CANCELLATION**

New Hampshire State Department of Education 101 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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UBIQREP-01

CCASELLA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/30/2018

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	PHONE (A/C, No, Ext): (516) 677-4700 FAX (A/C, No): (516) 496-4040 E-MAIL ADDRESS: _____
INSURER(S) AFFORDING COVERAGE	
INSURER A: Hartford Insurance Group	NAIC # 914
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

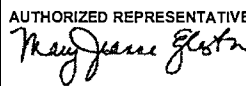
INSURED
Ubiquis Reportina Inc.

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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		06/01/2018	06/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
New Hampshire State Department of Education 101 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

W
9/28/17

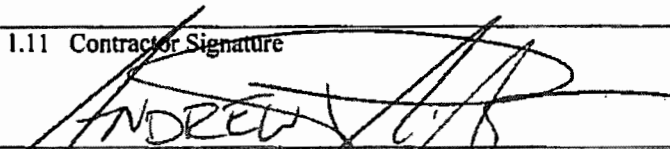
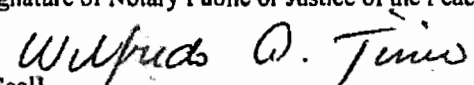
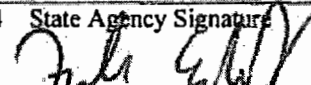
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name NH Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Ubiquis Reporting, Inc.		1.4 Contractor Address 61 Broadway, Suite 1400, New York, NY 10006	
1.5 Contractor Phone Number (212) 346-6637	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$19,360.00
1.9 Contracting Officer for State Agency Heather Gage, Director, Division of Educational Improvement		1.10 State Agency Telephone Number 271-5992	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory ANDREW P. ZIATS, Production Director	
1.13 Acknowledgement: State of <u>NEW YORK</u> , County of <u>SUFFOLK</u> On <u>9/18/2017</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]		WILFREDO A. TINIO Notary Public - State of New York No. 01116209278 Qualified in Suffolk County My Commission Expires July 27, 2021	
1.13.2 Name and Title of Notary or Justice of the Peace WILFREDO A. TINIO			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: <u>10/2/17</u> FRANK EDELBLUT, COMMISSIONER OF EDUCATION	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Contractor Initials

Date 9/18/17

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

Contractor Initials

Date 9/18/17

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Transcription
 Contractual Services

Scoring Rubric

Proposals shall be reviewed to determine the extent to which applicant's provide information to demonstrate the following:

Applicant's Name	Plan for services that details how candidate anticipates providing services (35 points)	Expertise/experience in producing high quality transcripts (35 points)	Budget (30 points)	Total (100 points)
Associated Reporters International, Inc.	30	35	20	85
UBIQUIS	30	35	30	95

Reviewer's Name: Angela M. Adams

Date: August 28, 2017

Expertise you bring to the review committee and/or have in area being reviewed: Executive Assistant to the Commissioner and the State Board of Education overseeing the transcription of meeting minutes as well as extensive experience transcribing minutes.

Transcription
Contractual Services

Scoring Rubric

Proposals shall be reviewed to determine the extent to which applicant's provide information to demonstrate the following:

Applicant's Name	Plan for services that details how candidate anticipates providing services (35 points)	Expertise/experience in producing high quality transcripts (35 points)	Budget (30 points)	Total (100 points)
Associated Reporters International, Inc.	30	30	15	75
UBIQUS	35	35	30	100

Reviewer's Name: Stephen W. F. Berwick

Date: August 29, 2017

Expertise you bring to the review committee and/or have in area being reviewed: Manager of the Administrative Law program for NH DOE

Transcription
Contractual Services

Scoring Rubric

Proposals shall be reviewed to determine the extent to which applicant's provide information to demonstrate the following:

Applicant's Name	Plan for services that details how candidate anticipates providing services (35 points)	Expertise/experience in producing high quality transcripts (35 points)	Budget (30 points)	Total (100 points)
Ubiquis	30	35	25	90
ARII	30	35	20	85

Reviewer's Name: Patricia Edes

Date: 8/29/17

Expertise you bring to the review committee and/or have in area being reviewed: Previously transcribed minutes.

EXHIBIT A
SCOPE OF SERVICES

Ubiquis Reporting, Inc. will provide the following services to the New Hampshire Department of Education effective upon Commissioner of Education approval through June 30, 2018:

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

EXHIBIT B
Budget through June 30, 2018

Pricing

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

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

Limitation on Price: In no case shall the total budget exceed the price limitation of \$19,360.00.

Funding Source: Funding for this contract is available in the accounts titled Title I Compensatory Education, Governance, Higher Education Administration Fees, Higher Education Commission, State Assessment-Federal as follows:

	<u>FY 18</u>
06-56-56-562010-25090000-235-500784 Transcription Services	\$ 1,500.00
06-56-56-560510-20220000-235-500784 Transcription Services	\$13,000.00
06-56-56-566510-67770000-235-500784 Transcription Services	\$ 800.00
06-56-56-566510-86790000-235-500784 Transcription Services	\$ 2,060.00
06-56-56-562010-25340000-102-500731 Contracts for Program Services	\$ 2,000.00

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

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

EXHIBIT C

None

Contractor Initials

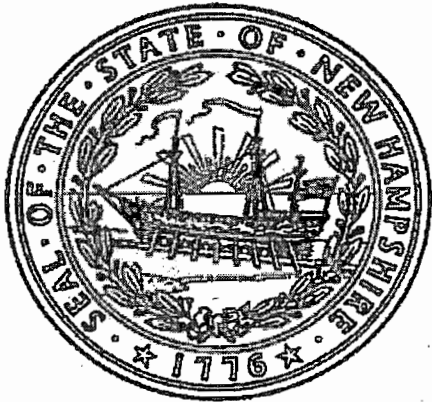
Date 9/18/17

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that UBIQUS REPORTING INC. is a New York Profit Corporation registered to transact business in New Hampshire on May 13, 2013. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 691638



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of September A.D. 2017.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE

(Corporation With Seal)

I Joanne Bove, President of Ubiquis Reporting, Inc., do hereby certify that: (1) I am the duly elected and acting President of Ubiquis Reporting, Inc., a New York corporation (the "Corporation"); (2) I maintain and have custody and am familiar (State of incorporation) with the seal and minute books of the Corporation; (3) I am duly authorized to issue certificates; (4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 14th day of September, 2017, which meeting was duly held in accordance with New York law and the by-laws of the Corporation: (State of incorporation)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Education, providing for the performance by the Corporation of certain services, and that the Secretary (and Treasurer) (and the Production Director) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) and (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this corporation affixed to any instrument or document in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

(5) the foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; (6) the following person(s) (has) (have) been duly elected to and now occupy the office(s) indicated below.

Vincent Nguyen Secretary
Guillaume Dumortier Treasurer
Andrew Ziats Production Director

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Corporation and have affixed its corporate seal this 18th day of September, 2017.

(SEAL)

Joanne Bove
President

STATE OF NEW YORK
COUNTY OF SUFFOLK

On this the 18th day of SEPTEMBER, 2017, before me, WILFREDO A. TINIO, the undersigned,

personally appeared JOANNE BOVE, who acknowledged her/himself to be the

President of UBIQUIS REPORTING INC., a corporation, and that she/he as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

WILFREDO A. TINIO
Notary Public - State of New York
No. 01T16209278
Qualified in Suffolk County
My Commission Expires July 27, 2021

Wilfredo A. Tinio
Notary Public/Justice of the Peace

My Commission expires: 7/27/2021



UBIQREP-01

ELAUTO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/27/2017

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

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

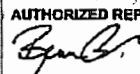
PRODUCER License # BR-767175 Hub International Northeast Limited 100 Sunnyside Boulevard Woodbury, NY 11797	CONTACT NAME: PHONE (A/C, No, Ext): (516) 677-4700		FAX (A/C, No): (516) 496-4040
	E-MAIL ADDRESS:		
INSURED Ubiquis Reporting Inc.	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Continental Indemnity Company		28258
	INSURER B: National Union Fire Insurance Company of Pittsburgh, PA		19445
	INSURER C: Philadelphia Indemnity Insurance Company		18058
	INSURER D:		
	INSURER E:		

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

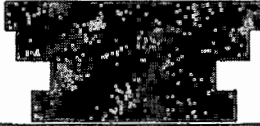
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Waiver of Subrogation <input checked="" type="checkbox"/> Contractual Liab. GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			12/29/2016	12/29/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			12/29/2016	12/29/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			12/29/2016	12/29/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Errors & Omissions			12/29/2016	12/29/2017	Aggregate \$ 5,000,000
C				12/29/2016	12/29/2017	SIR \$ 25,000

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

CERTIFICATE HOLDER New Hampshire State Department of Education 101 Pleasant Street Concord Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ANDREW PETER ZIATS



WORK EXPERIENCE

Ubiquis Reporting, Inc., New York, NY
Production Director

August 2001—Present

- Supervise production departments; coordinate their efforts to maximize transcriptionist capacity and performance
- Regularly review performance of all editors, planners, and other production assistants
- Liaise between production and sales teams; help to resolve potential shortfalls in production capacity versus client needs

Ford Communication Network, Dearborn, MI
M.I.P. Broadcast Supervisor

September 1995—May 2001

- Monitored broadcasts for Ford Motor Company's internal training network
- Maintained equipment on M.I.P. (multimedia instructional podium) stations, including cameras, video/audio switching equipment, and Beta SP/LaserDisc devices
- Ran control room at Ford World Headquarters; maintained evening programming schedule for FCN
- Supervised team of 24 broadcast technicians, including work schedule distribution, invoicing/payment, and regular performance reviews

Cablevision, Dearborn, MI
Production Assistant, Russ Gibb @ Random

September 1993—August 1994

- Technical director for pre-recorded shows, director for live broadcasts
- Assistant lighting director, set director for all broadcasts
- Sound engineer for pre-recorded shows

EDUCATION

Henry Ford Community College, Dearborn, MI
Concentration: film history, video production

September 1994—June 1995

School of Visual Arts, New York, NY
Certificate of Completion, Summer Film Production Course
Concentration: film editing

Summer 1994

SKILLS

- Extremely fast typist
- Talent for sorting/organizing
- Very knowledgeable in Microsoft Office programs, especially Word and Excel

Holly Sookhai

PROFESSIONAL SKILLS SUMMARY

Sales & Office Services Professional with exposure to business development, marketing, strategic planning, client relationship management, and customer service. Well-respected for the ability to take initiative, multi-task, and manage projects in a challenging environment. Excellent organizational and communication skills. Attentive to detail, able to quickly and effectively prioritize to meet deadlines. PC Proficient with Mac and all Windows operating systems. Microsoft Office Suite (Word, Access, Excel, PowerPoint, Outlook), QuickBooks, Salesforce, VIERO RMS, Adobe Photoshop, and other specialized software products. Has knowledge in basic computer hardware assembly and component/device replacement. Strong accounting and mathematical computation skills.

PROFESSIONAL EMPLOYMENT

Ubiquis Reporting Inc Manhattan, NY

2016 to present

Senior Production Planner

Took on the role of head planner, managing a team of two others, which involved training them to learn about our database and procedures, delegating daily tasks and aiding them with problematic vendors or jobs. Managed relationships between the planning department and a high number of transcriptionists in order to distribute workload more efficiently. Took on an editor role in order to gain experience to become a translation project coordinator. Editing duties entail proofing transcripts, covering a wide variety of topics, to ensure grammar, spelling and presentation. Responsible for maintaining the applicant database including job postings and reviewing qualified applicants, their resumes, transcription tests and contractor forms. Check and maintain invoices from transcriptionists.

iHeartMedia Manhattan, NY

2015 to 2016

National Sales Assistant

Assist top Account Executives at iHeartMedia for New York's 6 major radio stations including their digital platform; WHTZ, WWPR, WKTU, WAXQ, WLTW, WOR and iHeartRadio. Research and prospect new accounts for iHeartMedia New York radio stations. Design media presentations as well as station information proposals to increase spending from current clients. Prepare proposals and recaps for Account Executives. Prospecting and identifying key potential advertisers. Arranging and attending meetings with potential advertisers to identify their marketing requirements. Assist clients in building brand image by developing custom campaigns; on-air, digital and events. Assist Sales Managers with preparation of presentations for bi-weekly Station Team Meetings. Prepare/submit expense reports. Coordinate travel plans. Manage multiple campaigns simultaneously. Perform general administrative duties including filing, copying, and mail services. Relieve Receptionist when necessary.

Cox Media Group Manhattan, NY

2011 to 2014

Sales Assistant

Assisted Account Executive with every aspect of securing and processing orders for airtime. Act as liaison between station personnel, media agencies, and salesperson to maintain an efficient sales desk. Responsible for daily processing of orders, revisions, and makegoods. Handle heavy phone communication between station clients and advertising customers. Updating weekly status report of incoming phone calls and directing calls to

the appropriate personnel. Perform general clerical duties such as typing correspondence, reports, and presentations. Follow-up and maintain work on all orders that have been negotiated and received by Account Executive.

Swarovski Crystal Manhattan, NY

Summer 2010

Retail Sales Consultant

Maximize sales opportunities. Achieve individual performance targets which contributes to the overall store performance targets. Responsible for showing and explaining the various features of items to potential customers. Perform responsibilities of entering sales information on a daily and weekly basis. Handle the task of checking in and replenishing new merchandise inside case lines as well as prepare merchandise transfers.

Rutgers Office of Greek life New Brunswick, NJ

2009 to 2010

Administrative Assistant

Front-desk position at a long-term high-volume office. Liable for all company correspondence. Took charge of inbound and outbound calls. Assisted students and visitors, handled accounts receivable, prepared bank deposits, handled filling and record-keeping for business office and coordinated inventory. Managed office in the absence of supervisor or manager.

Baines Family Dental Jersey City, NJ

2006-2007

Dental Assistant/Admin

Assisted dentist and office in a wide range of dental procedures. Handled administrative tasks like data-entry and filling of patient health records. Demonstrated excellent phone etiquette with good management skills. Responsible for scheduling appointments and gathering insurance information. In-depth knowledge of general book keeping and accounting procedures. Accountable for marketing of other in office procedures and products to customers.

Pavonia Diagnostic Imaging Jersey City, NJ

2004-2006

Volunteer Administrative Assistant

Held a series of increasingly responsible administrative and office service procedures for fast-paced Imaging Science company. Scope of responsibilities were diverse and included the coordination of complex data collections and reporting; typing correspondence maintaining/updating records; monitoring office inventories, assisting in general accounting and payroll processing, planning and meeting schedules and providing general administrative support to senior staff.

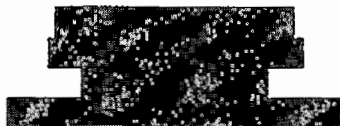
EDUCATION

William L. Dickinson High School, Jersey City, NJ
High School Diploma

ACTIVITIES

Alpha Chi Omega National Sorority- VP of Recruitment Theta Tau Rutgers Chapter
Children's Miracle Network- Member
March of Dimes - Member

Chance Hamlin



Education

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

Work History

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

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

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

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

Skills

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

**Transcription
Contractual Services**

Scoring Rubric

Proposals shall be reviewed to determine the extent to which applicant's provide information to demonstrate the following:

Applicant's Name	Plan for services that details how candidate anticipates providing services (35 points)	Expertise/experience in producing high quality transcripts (35 points)	Budget (30 points)	Total (100 points)
Associated Reporters International, Inc.	30	30	15	75
UBIQUIS	35	35	30	100

Reviewer's Name: Stephen W. F. Berwick

Date: August 29, 2017

Expertise you bring to the review committee and/or have in area being reviewed: Manager of the Administrative Law program for NH DOE

**Transcription
Contractual Services
Scoring Rubric**

Proposals shall be reviewed to determine the extent to which applicant's provide information to demonstrate the following:

Applicant's Name	Plan for services that details how candidate anticipates providing services (35 points)	Expertise/experience in producing high quality transcripts (35 points)	Budget (30 points)	Total (100 points)
Ubiquis	30	35	25	90
ARII	30	35	20	85

Reviewer's Name: Patricia Edes

Date: 8/29/17

Expertise you bring to the review committee and/or have in area being reviewed: Previously transcribed minutes.

**Transcription
Contractual Services**

Scoring Rubric

Proposals shall be reviewed to determine the extent to which applicant's provide information to demonstrate the following:

Applicant's Name	Plan for services that details how candidate anticipates providing services (35 points)	Expertise/experience in producing high quality transcripts (35 points)	Budget (30 points)	Total (100 points)
Associated Reporters International, Inc.	30	35	20	85
UBIQUIS	30	35	30	95

Reviewer's Name: Angela M. Adams

Date: August 28, 2017

Expertise you bring to the review committee and/or have in area being reviewed: Executive Assistant to the Commissioner and the State Board of Education overseeing the transcription of meeting minutes as well as extensive experience transcribing minutes.