

CHAIRMAN  
Daniel C. Goldner

STATE OF NEW HAMPSHIRE

65

Tel. (603) 271-2431

COMMISSIONER  
Pradip K. Chattopadhyay



Website:  
www.puc.nh.gov

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

November 13, 2024

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

**REQUESTED ACTION**

Pursuant to RSA 365:37, authorize the Public Utilities Commission (Commission) to enter into a contract with eScribers, LLC of Phoenix, AZ (Vendor # 283445), in an amount not to exceed \$369,000 to provide remote court reporting and transcription services to the Commission, effective upon Governor & Council approval through October 30, 2026, with the option to extend by two additional years, subject to Governor and Executive Council approval. **100% Other Funds (Special Utility Assessment)**

Funding will be available, pursuant to RSA 365:37, in account PUC Special Assessment as follows, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

	<u>FY25</u>	<u>FY26</u>	<u>Total</u>
02-52-55-550010-71170000-046-500464	\$ 184,500	\$ 184,500	\$369,000

**EXPLANATION**

The Commission respectfully requests approval to enter into a contract in an amount not to exceed \$369,000 with eScribers, LLC, to secure the services of an outside contractor with experience in remote court reporting and transcription services. The contractor will provide remote court reporting and transcription services as specified in the Scope of Work outlined in RFP #2024-002 Remote Court Reporting & Transcription Services. The work will include:

- Attending scheduled Commission hearings to provide remote stenographer services.
- During remote attendance of hearings, the remote stenographer shall correct cross-speaking/speaking over participants.
- During remote attendance of hearings, the remote stenographer shall stop a hearing when participants are speaking too fast or are inaudible or unclear.
- During remote attendance of hearings, the remote stenographer shall respond to requests to read portions of the hearing already recorded.
- During remote attendance of hearings, the remote stenographer shall take hearing log notes, use verbatim methods, and equipment to capture, store, retrieve, and transcribe proceedings or other information.

- The remote stenographer shall operate computerized stenographic captioning equipment to provide captions of live or prerecorded broadcasts.
- The remote stenographer shall provide an electronic copy of the final transcript, in searchable PDF to the Commission by email, Vendor's secure web portal, or NH State File Transfer Protocol (SFTP), as directed.
- When needed, the remote stenographer shall produce a confidential transcript in addition to a redacted transcript to the PUC.
- The remote stenographer shall ensure all transcripts are proofread to ensure accurate spelling before issuance.
- When not attending hearings remotely to provide stenographer services, the vendor shall provide remote transcription of recorded hearings in accordance with established formats.
- For each final transcript produced by the Vendor, the Vendor shall certify the transcript is a true and accurate record of the recording.

All work is to be performed at the direction of, and in consultation with, the Commission.

The Commission issued a Request for Proposals (RFP) on RFP September 10, 2024. The notice of the RFP was published on the Commission's website and the Department of Administrative Services Procurement and Support Services statewide bids and proposals webpage. The RFP closed on September 27, 2024. The Commission received six proposals. The evaluation Committee reviewed the proposals under the guidelines outlined in II, III, and IV of the RFP and based on this process, eScribers, LLC of Phoenix, AZ. received a total average score of 85.2 and is the successful vendor in this process.

Should the Governor and Council not approve this contract, the Commission will be unable to comply with RSA 541-A:31, VII and N.H. Admin. Rule Puc 203.31 which outline the Commission's responsibility for procuring hearing transcripts

In the event that utility assessment funds are no longer available, general funds will not be requested to support this contract.

Respectfully Submitted,



Daniel C. Goldner  
Chairman  
Public Utilities Commission

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITIES COMMISSION**

**Remote Court Reporting & Transcription Services**

**RFP #2024-002**

**Evaluation Report  
October 3, 2024**

**Members of the Evaluation Committee:**

Alexander Speidel (Senior Advisor)  
Sarah Fuller (Senior Advisor)  
Michelle Bunnemeyer (Staff Attorney)  
Doreen Borden (Clerk)  
Tracey Russo (Clerk)

The New Hampshire Public Utilities Commission issued a new Request for Proposals (RFP) on September 10, 2024. Proposals in response to the RFP were due on September 27, 2024, by noon EST. The Commission received six proposals in response to the RFP.

A staff-level RFP #2024-002 Remote Court Reporting & Transcription Services Evaluation Committee was established to review compliance of the bids, received from vendors, against the requirements as set forth in Sections II, III, and IV of the Remote Court Reporting & Transcription Services Request for Proposals guidelines document. During the evaluation period, the Contracting Officer and Commissioners were excluded from the scoring and evaluation process.

### **Scoring of the Proposal**

The Evaluation Committee reviewed the proposals under the guidelines outlined in Section IV. Following an initial evaluation of the proposals, members of the Evaluation Team submitted a score for each vendor.

The evaluators used Scoring Criteria identified in the RFP and weighted as follows: Employee and Subcontractor Qualifications (maximum of 25 points), Proposed Scope of Work (maximum of 20 points), Experience (maximum of 25 points), Cost of Remote Court Reporting and Transcription Services (maximum of 20 points), and Responsiveness to RFP (maximum of 10 points). The average of the final scores (out of 100) received from each evaluator for the vendors were used to determine the final score. Based on this process, **ESCRIBERS** of Phoenix, Arizona received a total average score of **85.2** and is the successful vendor in this process. Please refer to the Annex for the score details. Regarding Cost of Services, the Annex also contains a narrative description of the analytical approach of the Evaluation Committee.

## Annex

Criteria	Max Score	Vendor A (eScribers)	Vendor B (Officemotive, Inc. DBA Capital Typing)	Vendor C (Trustpoint. One)	Vendor D (Strategic Business Assistance Solutions LLC)	Vendor E (Datalyst LLC)	Vendor F (NAEGELI Deposition & Trial)
Employee and Subcontractor Qualifications	25	22.8	18.6	16.4	16.4	5	0
Proposed Scope of Work	20	19.4	15.6	14.4	12.4	6	1
Experience	25	24.4	14.4	17.6	3.6	3.8	2.4
Cost of Court Reporting & Transcription Services	20	8.6	16.4	10.4	5	8.2	4.2
Responsiveness to RFP	10	10	8	7	6.8	4.8	0.6
<b>TOTAL SCORE</b>	<b>100</b>	<b>85.2</b>	<b>73</b>	<b>65.8</b>	<b>44.2</b>	<b>27.8</b>	<b>8.2</b>

### Cost of Remote Court Reporting and Transcription Services Narrative

In assessing the Cost of Remote Court Reporting and Transcription Services criteria for this RFP, the Evaluation Committee took note of the weighted average hourly consulting costs for each Vendor. The three Vendors were found to be comparable in terms of this Cost metric, and were scored accordingly.

## Annex

Description of Commodity and/or Services	Vendor A (eScribers)	Vendor B (Officemotive, Inc. DBA Capital Typing)	Vendor C (Trustpoint. One)	Vendor D (Strategic Business Assistance Solutions LLC)	Vendor E (Datalyst LLC)	Vendor F (NAEGELI Deposition & Trial)
1. Remote Attendance Fees	\$300.00	\$200/4 hours	\$250	\$325.00	\$100.00	\$700.00/4 hours
2. Transcript – Regular Delivery Original & one copy \$ per page: Condensed Transcript:	\$3.75 \$0.75	\$1.25 \$60.00 flat rate	\$9.00	N/A \$3.75	\$2.95	\$7.70 \$5.70

<b>3. Transcript – Expedited Delivery</b> Original & one copy \$ per page: Condensed Transcript:	<b>\$4.95 \$0.75</b>	<b>\$1.75</b>	<b>\$12.00</b>	<b>N/A \$3.25</b>	<b>\$3.95</b>	<b>N/A</b>
<b>4. Transcript – Early Delivery</b> Original & one copy \$ per page w/ Condensed Transcript	<b>\$7.95 \$0.75</b>	<b>\$3.00</b>	<b>\$15.00</b>	<b>N/A \$2.50</b>	<b>\$2.95</b>	<b>N/A</b>

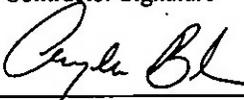
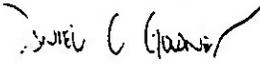
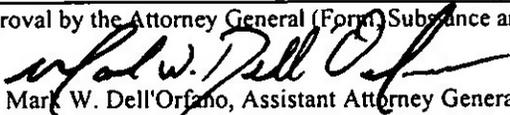
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Public Utilities Commission		1.2 State Agency Address 21 South Fruit Street, Suite 10 Concord, NH 03301-2429	
1.3 Contractor Name eScribers, LLC		1.4 Contractor Address 7667 North 16th Street, Suite 207 Phoenix, AZ 85020	
1.5 Contractor Phone Number 800-257-0885	1.6 Account Unit and Class 02-52-55-550010-71170000-0 46-500464	1.7 Completion Date October 30, 2026	1.8 Price Limitation \$369,000
1.9 Contracting Officer for State Agency Chad M. Hodges		1.10 State Agency Telephone Number 603-271-2431	
1.11 Contractor Signature  Date: 10/17/2024		1.12 Name and Title of Contractor Signatory Aryeh Bak, CEO	
1.13 State Agency Signature  Date: 10/21/24		1.14 Name and Title of State Agency Signatory Daniel C. Goldner, Chairman, Public Utilities Commission	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 10/29/2024 Mark W. Dell'Orfano, Assistant Attorney General			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: 11/13/2024			

**2. 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 B 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, 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 1.13 ("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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

#### **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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

#### **9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

#### **10. PROPERTY OWNERSHIP/DISCLOSURE.**

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

**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.**

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### **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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**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. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

**26. 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 with respect to the subject matter hereof.

**EXHIBIT A**  
**MODIFICATIONS TO GENERAL PROVISIONS**

The General Provisions of this Agreement, as set forth on page one through four of the Form P-37 (the "General Provisions") to which this Exhibit A is attached, are hereby modified as follows:

A.1 The General Provisions are supplemented with the following language appearing immediately after Paragraph 26:

27. Prohibition on Boycotts of Israel.

27.1 For the purposes of this Section 27, the capitalized terms below shall be defined as follows:

27.1.1 "Boycott Israel" means engaging in refusals to deal, terminating business activities, or other similar commercial actions intended to limit commercial relations with persons doing business in Israel or in Israeli-controlled territories when the actions are taken:

27.1.1.1 in compliance with or adherence to calls for a boycott of Israel other than those boycotts to which Pub. L. No. 96-78, § 8, 93 Stat. 522 (1979) applies; or

27.1.1.2 in a manner that discriminates on the basis of nationality, national origin, or religion that is not based on a legitimate business reason.

27.2 If the State receives evidence that the Contractor eScribers, LLC Boycotts Israel, the State shall determine whether the Contractor Boycotts Israel. A statement indicating that the Contractor engaged in an action to Boycott Israel or has taken Boycott Israel action at the request, in compliance with, or in furtherance of calls to Boycott Israel, may be considered as one type of evidence that the Contractor is, or has been, participating in act to Boycott Israel. An expressive activity, alone, directed at a specific person or a governmental action may not be considered evidence of an action to Boycott Israel.

27.3 A determination by the State that the Contractor is engaged in an action to Boycott Israel shall constitute an Event of Default.

**SPECIAL PROVISIONS**

1) General

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

b) 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 solicit or stimulate sales of

transcripts; and the Contractor shall not use the name of the Public Utilities Commission (PUC) or the State of New Hampshire, in any stationary, advertising materials or other sales method.

c) Any transcripts produced under this contract are the property of the State of New Hampshire. Transcripts may be posted to the PUC's website upon receipt.

d) The Contractor shall receive no less than 24 hours' notice of a proceeding requiring court reporting services. If, for any reason, the PUC cancels a request for reporting services, the Contractor shall bear any expense incident thereto, provided that the PUC notified the Contractor orally or in writing, of such postponement or cancellation at least 24 hours prior to the event for which reporting services were requested. The PUC, 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 recorded is to be conducted outside of Concord, New Hampshire.

e) All necessary equipment and supplies to produce transcripts as described in this contract shall be provided by the Contractor.

f) 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 he during the term of this contract in default under any such license.

g) In the event that the PUC should require transcription services which the Contractor is unable to provide, the PUC may require the Contractor to obtain said services from an independent licensed reporter through subcontract.

h) 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 officer at the time and place of the designated proceeding remotely and shall at all times be governed by instructions of said presiding officer.

i) The cost of preparing and furnishing transcripts shall be recovered by the PUC, all specified by the PUC Chairman for each transcript.

j) The Contractor shall obtain prior approval from the PUC Chairman or designee before any expedited or next-day transcript is prepared on behalf of the PUC.

k) 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.

## 2) Delivery of Services

a) It shall be the duty of the Contractor to exercise all good faith efforts to deliver court reporting services within the time limits listed in Exhibit B.

b) Failure to provide personnel to record testimony for duly-noticed proceedings, tardiness for duly-noticed proceedings, late delivery of transcripts, poor quality text 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 listed below, at the sole discretion of the PUC.

c) If the Contractor fails to furnish items and/or services in accordance with all applicable requirements, including delivery, the PUC may procure and purchase similar services or items from any other source without competitive bidding, and the Contractor may be liable to the state for any excess costs. If the Contractor is unable to provide services or complete delivery by the date specified, the Contractor must contact the PUC and provide notice of such inability and the reason therefor as soon as practicable. However, the PUC is not required to accept any delay to the original required delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire.

## **EXHIBIT B SCOPE OF WORK**

### **1. Remote Transcription Services**

The CONTRACTOR eScribers, LLC contracted by the New Hampshire Public Utilities Commission (“the PUC” or “the Commission”) (the PUC reserves the right to extend contracted services to the administratively attached agency, the New Hampshire Site Evaluation Committee) to provide court reporting and transcription services, and will work at the direction of, and in consultation with the Commission. The CONTRACTOR will be expected to work on a broad range of tasks pertaining to court reporting and transcription. Among other things, the CONTRACTOR’S services will relate to the following categories (the PUC reserves the right to modify these categories once the contract is awarded):

The CONTRACTOR shall transcribe and produce a certified transcript from recordings (audio and or video) and when requested is to attend live proceedings remotely and perform court reporting and transcription services.

When requested, the CONTRACTOR shall provide the PUC with remote court reporting and transcription services related to PUC hearings, as further specified in Exhibit B of this Contract. The CONTRACTOR will work at the direction of, and in consultation, with the Commission and, when directed by the Commission, work with the parties to produce a certified transcript.

The CONTRACTOR shall provide an interactive website that shall serve as the vehicle by which the PUC may request transcripts (task orders), transmit recordings, and receive downloadable completed transcripts. The website shall provide the PUC with the ability to check the status of work in progress; or utilize a SFTP and or email as vehicle for the purposes mentioned above. The PUC reserves the right to award multiple contracts or use other court reporting and transcription services to meet the Commission’s needs.

The CONTRACTOR shall remotely report, and transcribe all recorded proceedings as directed by the PUC.

The CONTRACTOR shall provide an electronic copy of the final transcript, in searchable portable document format (PDF) to the PUC by email, CONTRACTOR’S secure web portal or NH State File Transfer Protocol (SFTP) as directed.

The CONTRACTOR shall use verbatim methods and equipment to capture, store, retrieve, and transcribe proceedings or other information remotely.

The CONTRACTOR shall proofread transcripts to correct spelling of words remotely.

The CONTRACTOR shall remotely transcribe recordings of hearings in accordance with established PUC formats.

The CONTRACTOR shall operate computerized stenographic captioning equipment to provide captions of live or prerecorded broadcasts remotely.

For each final transcript produced by the CONTRACTOR, the CONTRACTOR shall certify that the transcript is a true and accurate record of the hearing.

For each deliverable that the PUC orders from CONTRACTOR under this contract, the PUC will provide the CONTRACTOR with whatever information or data is in its custody or control that will be the subject of the ordered work.

When requested, the CONTRACTOR will attend hearings remotely and provide court reporting and transcription services as outlined in Exhibit B of this contract.

During remote attendance of hearings, the CONTRACTOR shall be authorized to administer oaths under New Hampshire law and swear in all witnesses at hearings.

During remote attendance of hearings, the CONTRACTOR shall correct participants who are cross-speaking/speaking over one another.

During remote attendance of hearings, the CONTRACTOR shall stop hearing when a participant is speaking too fast or is inaudible or unclear.

During remote attendance of hearings, the CONTRACTOR shall respond to requests during hearings to read portions of the hearing already recorded.

During remote attendance of hearings, the CONTRACTOR shall take notes and maintain hearing Log notes.

## **2. Transcription Requests**

The PUC records all proceedings occurring in its hearing room, which is equipped with digital electronic recording equipment. Transcript requests will come from the PUC only. The PUC will distribute transcripts by publishing them on its website and/or by email.

The vast majority of transcripts will be non-confidential. At times (and when requested), two versions of a transcript will be produced (a confidential and non-confidential version), which shall be managed as two separate transcripts.

The CONTRACTOR must have an internet site by which transcript requests from the PUC will be entered. The website must allow the PUC to access the status of transcript preparation from submission to completion. In addition, the CONTRACTOR shall have a dedicated web portal for the PUC to upload audio and log notes (as applicable), witness and exhibit logs, and any other relevant materials needed for the production of the transcript in each order; the web portal shall allow the PUC to review the information on all PUC requests made, including at the minimum, the names of requesters, and request status. The portal must be confidential, with only the PUC having access.

All costs for all requests are to be billed to the PUC as described in Exhibit C.

### **3. Audio File Transfer Process**

In the vast majority of situations, the PUC must have the ability to upload the file electronically through the CONTRACTOR's website. However, if primary recording devices fail to function, the PUC will utilize a MP3 audio recording that will be uploaded to the Contractor's web portal. All notifications to and from the CONTRACTOR shall be through electronic transmissions. The audio recording may include associated log notes, witness and exhibit logs, and any other relevant materials needed for the production of the transcript. The PUC will upload and electronically send audio to the Contractor in digital format which may include, but are not limited to, FTR, MP3, WAV, and TRM.

No minimum or maximum volume of business is guaranteed. Work volume will be determined by the number of transcripts needed and by the services and quality of the performance provided by the CONTRACTOR.

### **4. Quality of Product**

Because these hearing transcripts are used for legal proceedings, accuracy is of critical importance. Each transcript must be proofread and corrected, as necessary, to ensure accuracy. Each transcript must be certified as a true copy prepared from the verbatim recording and signed by the transcriber and/or proofreader.

### **5. Format of Transcript**

The transcript shall be prepared in the format that is outlined in below in Exhibit B of this Contract, as may be modified from time to time to include, but not be limited to, line and word spacing, number of lines per page, margins, font, etc. Deviations from this format will not be accepted. The transcript shall contain a certification from the individual transcriber and/or proofreader.

Transcripts shall be provided in the following format:

5.1.1 Unless instructed otherwise, transcripts will be in PDF format and delivered electronically as described in Exhibit B.

5.1.2 The hardcopy (if requested) of the transcript shall be printed double-sided on 8 ¼ by 11-inch paper, 25 lines per page, bound.

5.1.3 The transcript shall have a margin of 1 ¼" at the left and 1 A " at the right, not less than 10 letters to the inch, 24 lines of text to the page and two single spaces between lines.

5.1.4 Whenever testimony is continuous, requiring more than one line, each line must 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.

5.1.5 All appearances shall be recorded, with a statement for which parties 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.

5.1.6 The title page shall show "State of New Hampshire Public Utilities Commission," the date and start time of hearing, place of hearing, docket or reference number, names of the utility

or other petitioner(s), docket or matter title, presiding officer(s), and appearances. Footers shall be used at the bottom of each page indicating the docket or reference number, hearing date, and hearing day number for said hearing. Each page of the transcript shall be consecutively numbered in the top right-hand corner.

5.1.7 Exhibits, record or bench requests, matters administratively noticed, and the sequence of examination for each witness shall be separately indexed and precede the title page.

5.1.8 Pages containing 13 lines or more will be considered and paid for as full pages. No charge is to be made for pages containing fewer than 13 lines.

5.1.9 Upon request, the CONTRACTOR shall provide a condensed transcript, one copy, consisting of four transcript pages to a single page (as described in §5.1.1 - 5.1.6 above), printed double-sided on 8 ¼ x 11 -inch paper.

5.1.10 Confidential transcripts shall be clearly marked as “Confidential” and shall be provided only to authorized parties.

## **6. Delivery Schedule**

Transcripts shall be prepared as Regular Delivery (delivered no more than 10 business days from the date of the proceeding) and Expedited Delivery (delivered no more than four business days from the date of the proceeding). The Contractor shall coordinate with the PUC on any requests for earlier delivery (i.e., excerpts of testimony, closing statements, etc.), to be delivered if and as soon as reasonably practicable.

The cost of the transcript(s), any additional copies, plus all related charges must be itemized on each invoice (as described in Exhibit C).

## **7. Transcript Delivery Process**

Secure delivery of the media and transcript is vital. The CONTRACTOR must electronically and securely send all transcripts to the PUC via the CONTRACTOR’s interactive website, PUC email specified, or via NH State FTP (File Transfer Protocol).

The completed transcript must be supplied as a digitally signed copy in Adobe Portable Document Archive Format (PDF-A). This will be considered the official transcript.

## **8. Confidential hearings or confidential sessions of hearings**

Regarding transcripts of proceedings that are confidential, as well as recordings of confidential proceedings that are included with recordings to be transcribed, the CONTRACTOR shall:

- (1) Confirm confidential portions of a transcript with the party claiming confidentiality; and
- (2) Once confirmed, produce two versions of such a transcript: a confidential and a non-confidential version.

The CONTRACTOR hereby agrees to keep confidential any and all PUC data it acquires or to which it is provided access during the course of its performance under the Contract. The word “data” shall mean all information and things developed or obtained during the performance of,

or acquired or developed by reason of the contract. Disclosure of any PUC data requires prior written approval by the PUC. This paragraph shall survive the termination of the contract.

The CONTRACTOR acknowledges and agrees that this Contract and all of its attachments may, upon execution, be subject to public disclosure in accordance with New Hampshire law. Any information that the CONTRACTOR claims is private, confidential or proprietary must be clearly marked as "confidential." If the PUC receives a request for information that has been identified by the CONTRACTOR as confidential, the PUC will notify the CONTRACTOR if it intends to release the information so marked.

**9. Process for Complaints Regarding Transcript Quality**

The CONTRACTOR must have a detailed process of handling transcript quality complaints.

**10. Ownership**

All tapes, discs, log notes, completed transcripts and any other materials related to hearings, including electronic versions of those items, are the property of the PUC. The CONTRACTOR is not authorized to sell or distribute any part of the case or the transcript without prior written authorization from the PUC.

**11. Data and Reporting**

The CONTRACTOR shall maintain a record of all monies and information it receives and make this information available to the PUC only through the CONTRACTOR's website, email, or NH State FTP. The CONTRACTOR will maintain the following information on all proceedings:

- Date of hearing.
- Title of docket.
- Docket number(s).
- Invoice number.
- Hearing title summary (Note if it is a confidential version).
- Service provided summary, including individual party charges for transcript orders.
- Date proceeding recording is received.
- Date transcript is due.
- Number of pages at completion,
- Date transcript is sent to parties.
- Page rate.
- Final cost of transcript itemized per requesting party.

- Amount of refund or additional funds to be collected.

## 12. Data Breach

The CONTRACTOR agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a Security Breach, as defined by RSA 359-C:19, of any of the CONTRACTOR's security obligations, or other event requiring notification under applicable law, the Contractor agrees to:

- 12.1 Notify the PUC's Chairman by telephone and e-mail of such an event within 24 hours of discovery, and
  - Assume responsibility for informing all individuals in accordance with applicable law, and
- 12.1.1 Indemnify, hold harmless and defend the PUC and/or the State of New Hampshire and its agencies, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
- 12.2 The CONTRACTOR's notification to the PUC shall identify:
  - 12.2.1 The nature of the unauthorized access, use or disclosure;
  - 12.2.2 The computerized data accessed, used or disclosed;
  - 12.2.3 The person(s) who accessed, used or disclosed and/or received the computerized data (if known);
  - 12.2.4 What the CONTRACTOR has done or will do to mitigate any deleterious effect of unauthorized access, use or disclosure; and
  - 12.2.5 What corrective action the CONTRACTOR has taken or will take to prevent future unauthorized access, use or disclosure.

This paragraph shall survive the termination of the Contract.

13. Minimum Requirements for Remote Transcription Services: The Contractor must establish and maintain:

- A secure internet connection and attend hearings when requested remotely.
- Quality control procedures for producing nearly zero inaudible/indiscernible.
- Procedures for reviewing and comparing transcripts with audio and producing and filing errata sheets as necessary.
- Reliable media upload and transcript delivery processes.
- System to report required information.
- Sufficient administrative staff and transcript production staff to produce all transcript requested on the timely basis.

**14. Minimum Qualifications for Transcribers:** The CONTRACTOR must ensure that its transcribers meet all of the following minimum qualifications:

- Certification through the American Association of Electronic Reporters, or demonstrated equivalent.
- A high school graduate, GED certificate, or equivalent.
- No record of felony convictions or pending criminal charges.
- Agreement to maintain as confidential any transcripts produced of confidential proceedings.
- The ability to understand court procedures, legal documents, laws, and legal factors.

It is expressly understood by the parties that the CONTRACTOR will perform the contracted services based upon its in-house expertise. In no event shall the PUC be required or expected to provide training in the provision of these services.

It is expressly understood by the parties that the PUC will exercise no control over the hiring, firing, supervision, and compensation of the CONTRACTOR's staff, if any. Nor shall the PUC exercise control over the hours worked by the CONTRACTOR, except that the PUC may require contracted work to be completed by specific deadlines.

The PUC disclaims any right to exclusivity of the CONTRACTOR's services.

The Contractor is responsible for providing its own equipment, including but not limited to, computers, internet connection, computer security safeguards, software, and subscriptions. The PUC, through the New Hampshire Department of Information Technology, shall establish a NH State FTP (File Transfer Protocol) account for file sharing and state-controlled electronic storage for the purpose of receiving and storing confidential information. When directed by the PUC, the CONTRACTOR will use the state FTP storage and transfer account exclusively for the provision of services under this contract and not for any other purpose. When directed, all data (files, documents, spreadsheets) sensitive or confidential in nature are to be shared solely with the PUC via the NH State FTP. Upon demand or termination of this Contract, the CONTRACTOR shall immediately return all data and State property to the State.

## EXHIBIT C

### CONTRACT AMOUNT, TERMS AND METHODS OF PAYMENT

This Contract agreement becomes effective on date of execution by the PUC Chairman and by the Governor and Executive Council of the State of New Hampshire and concludes on October 30, 2026.

The Contract term may be extended by an additional term of two years, subject to the parties' prior written agreement and required governmental approval process, including approval by the Governor and Executive Council.

1. **Estimated Budget:** The total cost of all eScribers, LLC services requested and paid for by the PUC shall not exceed \$369,000. Transcription services will be provided, as outlined in Exhibit B, at the following rates:

#### Item Service Order Type Cost

Item #	DESCRIPTION OF COMMODITY AND/OR SERVICES	For Transcripts posted on Commission website upon receipt.
1.	<b>Remote Attendance Fees</b>	\$ 300.00
2.	<b>Transcript -Regular Delivery</b> (Maximum 10 business days from the date of hearing) Original & one copy Condensed transcript: Electronic copy submitted to Commission in PDF	\$ 3.75 per page \$ 0.75 per page
3.	<b>Transcript -Expedited Delivery</b> (Maximum 4 business days from the date of hearing) Original & one copy Condensed transcript: Electronic copy submitted to Commission in PDF	\$ 4.95 per page \$ 0.75 per page
4.	<b>Transcript -Early Delivery</b> (Draft portions of transcripts as soon as reasonably possible) Original & one copy: w/ Condensed transcript Electronic copy submitted to Commission in PDF	\$ 7.95 per page \$ 0.75 per page

2. **The Price limitation:** The Contract shall not exceed \$369,000.

3. **Method of Payment:**

Payments hereunder are contingent upon the availability of funds assessed pursuant to RSA 365:37 and RSA 365:38. The PUC will assess the costs of the Contract to the appropriate party or parties and, upon payment of the assessment, will process payment to eScribers, LLC the CONTRACTOR.

**Billing Process:**

The Contractor shall invoice the PUC on a monthly basis by email. All invoices shall be supported by a summary of the activities that have taken place in accordance with the terms of the Contract (See Exhibit B; Data and Reporting). Invoices shall be submitted by email to the PUC at [ENGY.BusinessOfficeGroup@energy.nh.gov](mailto:ENGY.BusinessOfficeGroup@energy.nh.gov) and Cc'd to [PUCinvoice@puc.nh.gov](mailto:PUCinvoice@puc.nh.gov).

The Chairman of the PUC (or PUC Point of Contact) shall have 15 business days from the date of receipt to review the invoices and request any adjustments. No later than 30 business days after approval of the invoice by the Chairman of the PUC (or PUC Point of Contact), the PUC shall render payment to the bank account of the Contractor in the amount approved.

**Certificate of Authority # 1**

*(Corporation, Non-Profit Corporation)*

**Corporate Resolution**

I, Julius Aryeh Bak, hereby certify that I am duly elected Clerk/Secretary/Officer of  
*(Name)*  
eScribers\_\_\_\_\_. I hereby certify the following is a true copy of a vote taken at  
*(Name of Corporation)*

a meeting of the Board of Directors/shareholders, duly called and held on September 10, 2024,  
at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Julius Aryeh Bak, CEO (may list more than one person) is  
*(Name and Title)*

duly authorized to enter into contracts or agreements on behalf of

eScribers with the State of New Hampshire and any of  
*(Name of Corporation)*

its agencies or departments and further is authorized to execute any documents  
which may in his/her judgment be desirable or necessary to effect the purpose of  
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force  
and effect as of the date of the contract to which this certificate is attached. This authority  
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify  
that it is understood that the State of New Hampshire will rely on this certificate as evidence that  
the person(s) listed above currently occupy the position(s) indicated and that they have full  
authority to bind the corporation. To the extent that there are any limits on the authority of any  
listed individual to bind the corporation in contracts with the State of New Hampshire, all such  
limitations are expressly stated herein.

**DATED:** October 17, 2024

**ATTEST:** John B. Wilkinson  
*(Name & Title)* John Wilkinson, COO

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ESCRIBERS, LLC is a Arizona Limited Liability Company registered to transact business in New Hampshire on August 01, 2023. 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: 938440

Certificate Number: 0006783468



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26th day of September A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", written over a faint circular stamp.

David M. Scanlan  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/04/2024

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).

<b>PRODUCER</b> RSC Insurance Brokerage, Inc. 7 Great Valley Parkway Suite 140 Malvern PA 19355	<b>CONTACT NAME:</b> Michael J. Knight <b>PHONE (A/C, No, Ext):</b> (484) 324-2794 <b>E-MAIL ADDRESS:</b> mknight@risk-strategies.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> eScribers, LLC 7227 N. 16th Street Suite 207 Phoenix AZ 85020	<b>INSURER A:</b> Sentinel Insurance Company	<b>NAIC #</b> 11000
	<b>INSURER B:</b> Hartford Accident & Indemnity Ins. Co.	22357
	<b>INSURER C:</b> Travelers Casualty & Surety Company of America	31194
	<b>INSURER D:</b> Twin City Fire Insurance Company	29459
	<b>INSURER E:</b> Lloyds of London	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL23122809202      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL/INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			44SBABA1930	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			44UECFH0816	01/01/2024	01/01/2025	MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ Excluded
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			44SBABA1930	01/01/2024	01/01/2025	GENERAL AGGREGATE \$ 4,000,000
	DED    RETENTION \$						PRODUCTS - COMP/OP AGG \$ 4,000,000
C	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				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	Errors & Omissions (Professional) Liability			107207908	01/16/2024	01/16/2025	BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							PER STATUTE    OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
							Annual Aggregate Limit \$5,000,000
							Each Occurrence Limit \$5,000,000
							Retention (Each Claim) \$50,000

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

D 3rd Party Data & Network Liability Policy #44MB358722-23, 10/20/2023 to 10/20/2024; \$2,000,000 Each Occurrence; \$2,000,000 Annual Aggregate; \$10,000 Retention per Claim.

E Excess Errors & Omissions Liability Policy #PSK0039471329, 1/16/2024 to 1/16/2025; \$2,000,000 Each Occurrence; \$2,000,000 Annual Aggregate Limits.

Evidence Only.

<b>CERTIFICATE HOLDER</b>  New Hampshire Public Utilities Commission 21 S. Fruit Street Suite 10 Concord NH 03301	<b>CANCELLATION</b>  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 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/05/2024

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).

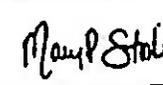
<b>PRODUCER</b> Mary Storti c/o Paychex Insurance Agency, Inc. 225 Kenneth Drive, Rochester, NY 14623	<b>CONTACT NAME:</b> PHONE (888) 627-4735 FAX (A/C, No): E-MAIL PEO_WorkComp@paychex.com ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Paychex PEO Holdings, LLC Labor Contractor, for co-employees of: ESCRIBERS, LLC 911 Panorama Trail South Rochester NY 14625	<b>INSURER A:</b> American Zurich Insurance Company NAIC # 40142	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 20148976      **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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 - COMPOP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N    N/A		WC 02-79-103-09	06/01/2024	06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
			Location Coverage Period	06/01/2024	06/01/2025	Client# 14750-AZESCRIBERS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Coverage is provided for only those co-employees of, but not subcontractors to: ESCRIBERS, LLC, 7227 N 16TH ST, STE 207 & 213, PHOENIX AZ 85020

<b>CERTIFICATE HOLDER</b>  New Hampshire Public Utilities Commission 21 South Fruit Street suite 10 Concord NH 03301-2429	<b>CANCELLATION</b>  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  

© 1988-2015 ACORD CORPORATION. All rights reserved.

**Know All Men By These Presents,**

That we, eScribers, LLC  
of 7227 N 16th St, Ste 207, Phoenix, AZ 85020 as Principal.  
and Hartford Fire Insurance Company a corporation organized under the laws of the State of  
Connecticut having its principal office in the City of Hartford as Surety, are held and firmly  
bound unto New Hampshire Public Utilities Commission  
in the sum of One Thousand Dollars (\$1,000) lawful money of the  
United States, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

**Whereas**, the above bounden Principal has been granted a  
license for Court Reporting & Transcription

**Now, Therefore, the Condition of this Obligation is Such**, that if the above Principal shall indemnify and save  
harmless the New Hampshire Public Utilities Commission against loss to  
which the New Hampshire Public Utilities Commission  
may be subject by reason of said Principal's breach of any ordinance, rule or regulation relating to the above described  
license or permit, then this obligation shall be null and void, otherwise to remain in full force and effect.

This obligation may be canceled by said Surety by giving thirty (30) days notice in writing to:  
New Hampshire Public Utilities Commission 21 S Fruit St, Concord, NH 03301  
and the said Surety shall be relieved of any further liability under this bond thirty (30) days after receipt of said notice by  
the said New Hampshire Public Utilities Commission

No cause of action shall lie against the surety unless commenced within two years from the date the cause of action  
accrues against the principal.

Regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable  
or paid, the surety's total limit of liability shall not be cumulative from year to year or period to period.

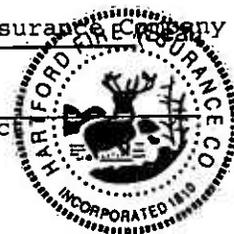
Signed, sealed and dated this 8th day of October, 2024.

Principal  
eScribers, LLC (Seal)

By \_\_\_\_\_

Surety  
Hartford Fire Insurance Company

By [Signature]  
Shanta Mahadeo, Attorney-in-Fact



# POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity and Claims to:

THE HARTFORD

BOND, T-14

One Hartford Plaza

Hartford, Connecticut 06155

[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: RSC INSURANCE BROKERAGE INC

Agency Code: 44-411216

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint Shanta Mahadeo of Lake Mary, Florida, its true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by, and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. 44BSBJG8708

Naming eScribers, LLC as Principal,

and New Hampshire Public Utilities Commission as Oblige,

in the amount of See Bond Form(s) on behalf of Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Phyllis A. Clark*

Phyllis A. Clark, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Mareluz Arce*

Mareluz Arce  
My Commission HH 287363  
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 8, 2024.

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President