

**State of New Hampshire Public Utilities Commission**



**Remote Court Reporting & Transcription Services**

**REQUEST FOR PROPOSALS (RFP)  
RFP #2024-002**

**Release Date: 9/10/2024  
Proposals Due: 9/27/2024, at 12:00 p.m. (Noon) EST**

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## EXECUTIVE SUMMARY

The New Hampshire Public Utilities Commission (“the Commission” or “the PUC”) seeks nationally certified remote court reporting and transcription services for the activities outlined in **Section II**. The resulting contract should include a total not-to-exceed price of \$369,000 for the term of two years from the date of approval by the Commission Chairman and by the Governor and Executive Council of the State of New Hampshire (“State”). 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.

Electronic proposals must be received at the Commission no later than 12:00 p.m. (Noon) EST on 9/27/2024. If the Commission decides to award a contract or contracts as a result of this RFP process, any award is contingent upon approval of the contract(s) by the Chairman of the Commission and the Governor and Executive Council of the State of New Hampshire, with payment subject to the Commission’s special utility assessment process. See RSA 365:37 and RSA 365:38.

For the purposes of this RFP, the term “Vendor” shall mean a person or entity offering products or services for sale in response to this RFP. The “Selected Vendor” means the qualified Vendor, which has been identified by the Commission as having received the best score for its proposal according to the criteria set forth in this RFP.

### Pertinent Dates and Information

#### 1. **Schedule of Events**

<b>Event</b>	<b>Date/Deadline</b>	<b>Time</b>
RFP Issued	9/10/2024	
Vendor Inquiry Period Ends	9/13/2024	4:30 PM
Responses to Questions Posted	9/18/2024	4:30 PM
Proposal Due Date and Time	9/27/2024	12:00 PM
Anticipated Contract Start Date	10/30/2024	

#### 2. **Vendor Inquiries**

All inquiries concerning this RFP must be submitted by e-mail to the following RFP Point of Contact:

Contracting Officer: Chad M. Hodges  
New Hampshire Public Utilities Commission  
21 S. Fruit Street, Suite 10  
Concord, NH 03301-2429  
[RFP@puc.nh.gov](mailto:RFP@puc.nh.gov)

Inquiries must be received no later than close of Vendor Inquiry Period as specified in the Schedule of Events above. The subject of the email should state the following: RFP # 2024-02 Remote Court Reporting & Transcription Services. **No phone calls.** It is highly recommended that Vendors review the RFP as soon as possible and submit any questions promptly. Responses will be posted by the stated deadline at: [Requests for Proposals | NH Public Utilities Commission.](#)

### **3. Proposal Submission Instructions**

Proposals submitted in response to this RFP must be received no later than the time and date specified in the Schedule of Events herein. Late submissions will not be accepted. Delivery of the proposals shall be the Vendor's responsibility. The Commission accepts no responsibility for damaged, mislabeled, or undeliverable emailed proposals.

Proposals must be typed. The strongly preferred format includes 12-point font size with 1-inch page margins. Page numbers should be included.

Paper copies will not be accepted.

#### **3.1. Electronic Proposals**

Proposals must be submitted electronically to: [RFP@puc.nh.gov](mailto:RFP@puc.nh.gov). Proposals must be submitted in PDF format as a file attachment to an email and must be searchable. In no event should a proposal be provided through a link embedded in the submitted email. The file will be considered received when it is successfully submitted to the mailbox associated with the email address above, and the time of submittal will be based on the time stamp in the receiver's email. The Commission cannot accept electronic files larger than 35 MB. Proposals may consist of multiple PDF attachments or one PDF with all attachments combined.

The subject of the email should state the following: RFP # 2024-02 Remote Court Reporting & Transcription Services. Please include Vendor's name in the subject line.

The Commission shall assess completeness and responsiveness of the proposal to eliminate nonconforming proposals. The Commission may waive or offer a limited opportunity to cure immaterial deviations from RFP requirements if it is determined to be in the best interests of the State. Any response that is filed shall be valid for not fewer than 150 days following the deadline for submission of proposals, or until the effective date of any resulting contract, whichever is later.

#### **4. Restriction on Contact with State Employees Regarding RFP:**

From the date of the release of this RFP until awards are made and announced regarding the selection, all communications between a Vendor and personnel employed by or under contract with the State regarding this RFP are forbidden, unless first approved by the Point of Contact, Contracting Officer, Chad M. Hodges, or as otherwise outlined in Section V below or as part of a preexisting relationship. Commission employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential contractor during the selection process, unless otherwise authorized by the RFP Point of Contact, or as otherwise outlined in Section V below. Communications with State personnel not bearing on this RFP are permitted.

### **I. BACKGROUND**

The Commission is seeking nationally certified remote court reporting and transcription services professionals with significant experience and subject matter expertise in court reporting and transcription works using verbatim methods and equipment, to capture, store, retrieve, and transcribe proceedings or other information, as well as operate computerized stenographic captioning equipment to provide captions of live or prerecorded broadcasts.

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

Examples of transcripts, docket filings, other than any information for which confidential treatment is requested of or granted by the PUC, are at available at:

- <https://www.puc.nh.gov/regulatory/Docketbk/2024/24-070/TRANSCRIPTS-OFFICIAL%20EXHIBITS-CLERKS%20REPORT/24-070-2024-08-05-TRANSCRIPT-07-22-24.PDF>
- <https://www.puc.nh.gov/Regulatory/VirtualFileRoom.html>

Qualified certified court reporting and transcription services professionals are responsible for providing their own equipment including, but not limited to, computer equipment, internet connection, computer security safeguards, software, and IT subscriptions.

### **II. SCOPE OF SERVICES AND DELIVERABLES**

The nationally certified Vendor will be contracted by the Commission (the PUC reserves the right to extend contracted services to the administratively attached agency, the New Hampshire Site Evaluation Committee) to provide remote court reporting and transcription services, and will work at the direction of, and in consultation with the Commission. The Selected Vendor will be expected to work remotely on a broad range of tasks pertaining to court reporting and transcription. Among other things, the Vendor's services will relate to the following categories (the PUC reserves the right to modify these categories once the contract is awarded):

- Transcribe and produce a certified transcript from recordings (audio and or video) and when requested to attend live proceedings remotely and perform court reporting and transcription services.

- Remotely report, and transcribe all scheduled proceedings as directed by the PUC and transcribe all recorded proceedings as directed by the PUC or shall provide independent licensed court reporters proficient in the skills of Computer Aided Transcription (CAT) to do the same remotely through subcontract.
- Provide an electronic copy of the final transcript, in searchable PDF to the PUC by email, Vendor's secure web portal, or NH State File Transfer Protocol (SFTP), as directed.
- When needed, a confidential transcript will be produced in addition to a redacted transcript to the PUC.
- Proofread transcripts for correct spelling of words.
- Remotely transcribe recorded hearings in accordance with established formats.
- Operate computerized stenographic captioning equipment to provide captions of live or prerecorded broadcasts.
- For each final transcript produced by the Vendor, the Vendor shall certify the transcript is a true and accurate record of the recording.
- The Vendor will attend hearings remotely and provide court reporting and transcription services as outlined in section II. SCOPE OF SERVICES AND DELIVERABLES when directed by the PUC.
- During remote attendance of hearings, shall be authorized to administer oaths under New Hampshire law and swear in all witnesses at hearings.
- During remote attendance of hearings, Correct cross-speaking/speaking over participants while attending hearings remotely.
- During remote attendance of hearings, stop a hearing when participants are speaking too fast or are inaudible or unclear.
- During remote attendance of hearings, respond to requests during hearings to read portions of the hearing already recorded.
- During remote attendance of hearings, take hearing log notes, use verbatim methods, and equipment to capture, store, retrieve, and transcribe proceedings or other information.

Familiarity with specific software(s) listed below, as well as other software(s) that enable listed capabilities, preferred (not required):

- Adobe
- Microsoft Office 365
- Electronic mail
- Court reporting software's
- Cloud-based data access and File Transfer Protocol (FTP) sharing.

Familiarity with public utilities industry workings and terminology (electric, natural gas, and water utilities) preferred, but not required.

### **Format of Transcripts**

Transcripts shall be provided in the following format:

2.1.1 The hardcopy of the transcript shall be printed double-sided on 8 ¼ x 11 by 11-inch paper, 25 lines per page, bound.

2.1.2 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.

2.1.3 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.

2.1.4 All appearances shall be recorded and 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.

- (Examples of transcripts, docket filings, other than any information for which confidential treatment is requested of or granted by the PUC, are at available at: <https://www.puc.nh.gov/regulatory/Docketbk/2024/24-070/TRANSCRIPTS-OFFICIAL%20EXHIBITS-CLERKS%20REPORT/24-070-2024-08-05-TRANSCRIPT-07-22-24.PDF>)
- <https://www.puc.nh.gov/Regulatory/VirtualFileRoom.html>

2.1.5 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, utility or other petitioner name, 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, date, and hearing day number for said hearing. Each page of the transcript shall be consecutively numbered in the top right-hand corner.

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

2.1.7 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.

2.1.8 Upon request by the PUC, the Vendor shall provide a condensed transcript, one copy, consisting of four transcript pages to a single page (as described in §§2.1.1 - 2.1.6 above), printed double-sided on 8 ¼ by 11-inch paper.

### **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 Vendor 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.

### **III. COMPONENTS OF THE PROPOSAL**

Proposals must contain the required information below and adhere to the following outline:

1. Letter of Transmittal: Include name of Vendor, contact information for, and signature of, proposed Vendor. (1 page.)
2. Vendor /Corporate/Company/ Information: Information concerning the corporate/company/Vendor history, i.e., how many years in business, corporate officers or company principals, location of branch offices, professional and business association memberships, current or prior engagements involving substantive areas similar to those described in this RFP, the parties that hired the Vendor in such engagements, the scope of work it performed in such engagements, and links to or examples of produced transcripts, if available (1 page.)
3. Proposed Scope of Work and Schedule: Describe the essential elements of the proposed services consistent with Section II, Scope of Services and Deliverables, and the proposed means of providing those elements and the schedule for doing so. (No more than 5 pages.)
4. Relevant Qualifications and Experience of Personnel Assigned: Detailed description of the Vendor's relevant experience with respect to the proposed scope of services. A list of all personnel who would be assigned to this engagement, including the manager and subcontractors' personnel (if applicable), with detailed resumes (in an appendix) and summaries of each individual reflecting their relevant experience with respect to the proposed scope of services and the nature of their specific responsibilities. Identify any proposed subcontractors and their key personnel. Sample transcript work may be requested during the scoring process. During the course of the work, the Commission must approve in writing any substitutions or changes in personnel, including any subcontractor personnel, assigned to perform the work. (No more than 3 pages, not including the resumes of the key personnel.)
5. References: A list of up to three references, including the name of the reference, along with a telephone number and email address, for work performed that is similar in scope or content to that described in this RFP, preferably undertaken within the past 3 years. (1 page.)
6. Statement of Disclosure: Identification and description of any existing or potential conflicts of interest, including those that may arise as a result of relationships or affiliations with public utility companies under the jurisdiction of the PUC, other industry participants, trade associations, or advocacy organizations or groups that participate in, or represent stakeholders who participate in, proceedings before the Commission.



7. Fees and Cost Estimates: Provide a detailed schedule of fees and estimated costs for completion of the work scope, including details on key personnel positions, rates, total rate(s) per hour and services estimates fees, and hours. The detailed cost estimates should encompass the full scope of work described in this RFP, including all items indicated in Section II above. (Up to 3 pages.)

**Total rate(s) per hour and services estimate table format example:**

(For proposal scoring purposes, assume the PUC conducts one hundred hearings annually on average. Also assume that each hearing has an average length of four hours, an average of ten persons speaking, and an average of four parties attending. Proposal Total rate(s) per hour and services estimate tables will be based on the above averages to determine total costs).

<b>Item #</b>	<b>DESCRIPTION OF COMMODITY AND/OR SERVICES</b>	<b>For Transcripts posted on Commission website upon receipt.</b>
1.	<b>Remote Attendance Fees</b>	\$
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	\$ 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	\$ 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	\$ per page \$

8. An explicit statement that the Vendor shall comply with the requirements of Form P-37 (version 2/23/2023).

It is highly recommended that the required documents described in Appendix B are prepared and attached to the proposal and the required Vendor actions are taken, as the documents and actions are **required upon notification of selection**, and the State contracting process upholds strict deadlines.

#### IV. SELECTION PROCESS AND SCORING CRITERIA

In addition to cost, the Commission will consider the following criteria when reviewing proposals:

(For proposal scoring purposes, assume the PUC conducts one hundred hearings annually on average. Also assume that each hearing has an average length of four hours, an average of ten persons speaking, and an average of four parties attending. Proposal Total rate(s) per hour and services estimate tables will be based on the above averages to determine total costs).

- a. Knowledge and practical experience that the organization/ Vendor possesses, including that of its staff and any subcontractors assigned to the engagement.
- b. Expertise through a national certification.
- c. Experience and qualifications in court reporting and transcription works using verbatim methods and equipment to capture, store, retrieve, transcribe proceedings or other information, as well as operate computerized stenographic captioning equipment to provide captions of live remote or prerecorded broadcasts, including, without limitation, the following work activities and skills outlined in the RFP section II SCOPE OF SERVICES AND DELIVERABLES.
- d. Proposed scope of work.
- e. Overall responsiveness to the requirements of the RFP, including completeness, clarity, and quality of the proposal.
- f. Interviews, if performed.
- g. References, if contacted.

##### A. Selection Process

Proposals will be reviewed and evaluated in a four-step review process, followed by a contracting phase. The four steps are summarized below:

Step 1 Preliminary Review: The Commission shall assess compliance with the submission requirements set forth in the RFP and minimum content set forth in Section IV. The Commission may waive or offer a limited opportunity to cure immaterial deviations from RFP requirements if it is determined to be in the best interests of the State.

Step 2 Preliminary Evaluation: An Evaluation Team consisting of Commission personnel shall initially score conforming proposals according to the evaluation criteria set forth above.

Step 3 Final Evaluation: If determined to be appropriate by the Evaluation Team, Vendors may be invited to oral interviews. The Commission retains the sole discretion to determine whether to conduct oral interviews, with which Vendors, and the number of interviews. Vendors are advised that interviews may be conducted with fewer than all Vendors. Follow-up conferences or interviews will be scheduled as needed, at the sole discretion of the Commission, provided that no Vendor with a preliminary score of 70 or less will be interviewed.

The purpose of oral interviews will be to clarify and expound upon information provided in the written proposals. Vendors are prohibited from altering the basic substance of their proposals during the oral interviews. Vendors may be asked to provide written clarifications of elements in their proposals, regardless of whether an oral interview will be conducted.

References will be reviewed and/or contacted during Step 3, if determined to be appropriate by the Evaluation Team.

Information gained from oral interviews and references will be used to refine scores assigned during the Step 2 review and evaluation of the proposal.

The Evaluation Team shall generate final consensus scores for each proposal, rank all proposals from best to least qualified, as determined by their final scoring in accordance with the above procedures, determine its highest qualified Vendor(s), and submit its recommendation to the Chairman of the Commission for review and approval.

Step 4 Contract Negotiation and Execution: The Commission shall negotiate with the recommended Vendor(s), if necessary, and develop a contract and related documents consistent with this RFP, then submit the completed contract to the Chairman of the Commission for approval and execution.

Notwithstanding any other provision of this RFP, this RFP does not commit the Commission to award a contract. The Commission reserves the right, at its sole discretion, to reject any or all proposals, or any portions thereof, for any reason, at any time, including, but not limited to, canceling the RFP, and to solicit new proposals under a new procurement process.

Proposals shall be deemed incomplete and ineligible if information that is essential to the scoring evaluation is not included in the proposal. Proposals must meet the following requirements to be deemed eligible:

- Filing of a timely electronic proposal containing all mandatory elements.
- Identification of personnel proposed to perform the scope of work, and potential subcontractors, if applicable.
- Listing of key work details and the associated timeline and schedule of works; and
- Inclusion of a detailed fee and cost estimate description, including rates, and cost information encompassing the full scope of work described in this RFP, including all items indicated in Sections II, III, and IV above.

In accordance with New Hampshire Executive Order No. 2023-05, any Vendor that is determined by the Commission to be boycotting Israel shall be disqualified, and its proposal deemed ineligible.

All proposals deemed ineligible shall receive notification of that determination.

Broadly, the Commission will evaluate all proposals received and deemed eligible based upon completeness, clarity, quality of the proposal, how well the proposal meets the specified work scope and applicable timeline requirements, the qualifications and relevant experience of the Vendor(s), and the likelihood of the completion of all court reporting and transcription services work within the contract period. All proposals deemed eligible for consideration will be evaluated based upon the specific criteria identified.

## B. Scoring Criteria

The Commission will evaluate each responsive proposal using a scoring scale of 100 points. Cost is a consideration but may not be the determining factor in the selection of the successful Vendor. The Commission reserves the right not to consider any proposal with a total aggregate point score of less than 70 points.

### **1. Employee and Subcontractor Qualifications (Maximum Point Score: 25)**

Qualifications, technical expertise, certifications, and knowledge that the organization or individual possesses, including that of the staff and any subcontractors proposed to be assigned to the engagement, providing services directly relevant to the specified scope of services, ability to perform all of the major disciplines necessary to perform the work, the experience, commitment and role of the Vendor's proposed manager in charge of providing quality services to the Commission, availability and accessibility of proposed staff and subcontractor personnel assigned to the engagement.

### **2. Proposed Scope of Work (Maximum Point Score: 20)**

Clarity and appropriateness of proposed general approaches and demonstrated knowledge of relevant subject matter, including proposed allocation of resources and time to critical tasks, proposed scope of work.

### **3. Experience (Maximum Point Score: 25)**

Experience and qualifications in providing similar services in New Hampshire as well as other States and to other state administrative agencies. General experience providing similar services.

### **5. Cost of Court Reporting and Transcription Services (Maximum Point Score: 20)**

Cost of court reporting and transcription services and expenses, including the competitiveness of the proposed budget and/or hourly rates and any proposed discounts or other benefits. Cost

savings that may result from a firm having responded to multiple concurrent requests for proposals may be considered.

## **5. Responsiveness to RFP (Maximum Point Score: 10)**

Overall responsiveness to the requirements of the RFP, including completeness, clarity, and quality of proposal.

The Commission will select a Vendor based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Oral interviews and reference checks, to the extent they are utilized by the Commission, will be used (if necessary) to refine and finalize scores.

If the Commission decides to make an award based on these evaluations, the Commission will notify the selected Vendor(s). Should the Commission be unable to reach agreement with the selected Vendor(s) during contract discussions, the Commission may then undertake contract discussions with the next preferred Vendor and so on, or the Commission may reject all proposals, cancel this RFP, or solicit new proposals under a new acquisition process.

## **V. TERM OF CONTRACT**

The term of the contract with any selected Vendor(s) will be for a period of two years. The contract term may be extended for an additional two-year period to conduct the same or similar work and the not-to-exceed amount may be increased, all at the sole option of the State, contingent upon satisfactory Vendor performance, projected requirements for similar court reporting and transcription services, approval by the Commission Chairman and by the Governor and Executive Council.

## **VI. GENERAL CONDITIONS**

The Commission reserves the right to do the following: to reject or accept any or all proposals, or any part thereof; to determine what constitutes a conforming proposal; to waive irregularities that it considers immaterial to the proposal, solely as it deems to be in the best interests of the State; to negotiate with any selected firm(s) or individual(s) in any manner deemed necessary to best serve the interests of the State, including negotiating lower fees or a different hourly rate structure; and to contract for any portion of the proposals submitted and to contract with more than one Vendor. In the event that the Commission determines to contract with more than one Vendor, the Commission reserves the right to assign components of the work to Vendors according to relevant qualifications and experience, and availability. This RFP and all information relating to this RFP (including, but not limited to, fees, contracts, agreements, and prices) are subject to the laws of the State of New Hampshire regarding public information and state procurement of goods and services.

1. If the Commission decides to award a contract as a result of this RFP process, any award is contingent upon approval of the contract by the Chairman of the Commission and the Governor and Executive Council with payment subject to the Commission's special utility assessment process. Payments hereunder are contingent upon the availability of funds assessed pursuant to RSA 373-F:3, VI-a(b) and RSA 365:37. The Commission shall assess the costs of the contract to the appropriate party(ies) and, upon payment of the assessment, will process payment to the Vendor. General funds will not be requested to support the contract resulting from this RFP.
2. The Commission reserves the right to request additional information from any or all prospective Vendor(s) submitting proposals to assist in the evaluation process.
3. Confidentiality of Proposal and Information Provided to Vendors:

The substance of a proposal must remain confidential until the effective date of any contract resulting from this RFP. A Vendor's disclosure or distribution of proposals other than to the Commission may be grounds for disqualification. Each Vendor also agrees to maintain as confidential all information to which it has access in the course of this RFP and contracting process until such time as it is instructed otherwise by the Commission.

4. Public Disclosure:

Pursuant to RSA 21-G:37, all responses to this RFP shall be considered confidential until the award of a contract. On the closing date of responses, the Commission will post the number of responses received with no further information. No later than five business days prior to submission of a contract to the Department of Administrative Services pursuant to this RFP, the Commission will post the rank or score of each proposal eligible to be scored. All such postings may be viewed on the Commission's website at: [Requests for Proposals | NH Public Utilities Commission](#).

By submitting a proposal, the Vendor acknowledges that the Commission is subject to the Right-to-Know Law, RSA chapter 91-A. The content of each Vendor's proposal shall become public information upon the award of any resulting contract. Copywritten materials submitted along with a proposal are subject to RSA chapter 91-A and will be made available to the public unless it appears that the Vendor has violated the original copyright. **If a Vendor copyrights its proposal materials, then by submitting the copywritten proposal, the Vendor waives any copyright protections as to the State, its employees, and agents, and agrees that the State may copy and distribute the proposal for purposes such as, but not limited to, scoring, contracting, and responding to public information requests.** Any information submitted as part of a response to this RFP may be subject to public disclosure unless otherwise exempt. *See* RSA chapter 91-A. In addition, in accordance with RSA 9-F:1, any

contract entered into as a result of this RFP may be made accessible to the public online through the website Transparent NH: (<http://www.nh.gov/transparentnh>). However, business financial information, confidential information, such as personally identifiable information, including, but not limited to, social security numbers, taxpayer identification numbers, employer identification numbers, and account numbers, proprietary information such as trade secrets, financial models and forecasts, and proprietary formulas, may be exempt from public disclosure under RSA 91-A:5, IV.

If any part of its proposal contains information that a Vendor asserts is exempt from public disclosure, **the Vendor must specifically identify all relevant text in a letter to the Commission and must mark or stamp each page of the materials claimed to be exempt from disclosure as “confidential,”** and provide support for such assertion(s) as part of Vendor’s response to this RFP. The Vendor shall explain, in writing, what measures it has taken to keep such information confidential, and the personal privacy or competitive business interests that would be harmed if such information were to be publicly disclosed. The explanation shall also identify by page number and proposal section number the specific information the Vendor claims to be exempt from public disclosure pursuant to RSA 91-A:5. It is helpful if the text claimed to be confidential is also highlighted, underlined, or otherwise identified in the actual proposal itself. Marking the entire proposal or entire sections of the proposal as “confidential” will neither be accepted nor honored.

The Commission shall maintain the confidentiality of information contained in proposals, insofar as doing so is consistent with RSA chapter 91-A. Any information a Vendor identifies as exempt from disclosure shall be kept confidential until the Commission has determined, as necessary, whether such information is exempt from public disclosure pursuant to RSA chapter 91-A.

In the event that the Commission receives a request to view portions of a proposal that the Vendor has properly and clearly marked “confidential,” the Commission shall notify the Vendor and specify the date the Commission intends to release the requested information, redacting any information the Commission independently concludes is exempt, consistent with applicable laws and regulations. Any effort to prohibit or enjoin the release of the information the Commission identifies for release shall be the Vendor’s responsibility at the Vendor’s sole expense. If the Vendor fails to obtain a court order enjoining the disclosure, the Commission will release the information on the date the Commission specified in its notice to the Vendor(s), or in its notice to any other relevant parties, without any liability to the Vendor(s).

5. By submitting a proposal, a Vendor agrees that in no event shall the Commission be either responsible for, or held liable for, any costs incurred by the Vendor in preparation of or in connection with the proposal, or for work performed prior to the effective date of any resulting contract.

6. All parties submitting proposals shall be Equal Opportunity Employers. The Vendor will be expected to comply with all federal, state, and local laws respecting non-discrimination in employment.
7. The Commission reserves the right to amend or cancel this RFP at any time. Vendors should check [Requests for Proposals | NH Public Utilities Commission](#) for any addenda to this RFP before submitting their proposals, and for answers to any questions submitted by others.
8. The Selected Vendor(s) shall be required to submit a Taxpayer Identification Number (TIN), Employer Identification Number (EIN), or Social Security Number (SSN), and to register as a vendor with the State of New Hampshire.
9. The terms and conditions set forth in the State's Form P-37 (version 2/23/2023) "Agreement, General Provisions" (General Provisions) for contracts, attached hereto as Appendix A, shall apply to the contract to be entered into with the Selected Vendor(s). In addition, each contract shall be supplemented by three exhibits: Exhibit A will include any special provisions, including any modifications to the General Provisions regarding insurance coverage and other matters; Exhibit B will set forth in detail the Scope of Services; and Exhibit C will set forth in detail the price limitation, the source of payment (special utility assessment), and any preconditions to payment.
10. By submitting a response to this RFP, the Vendor acknowledges and agrees that it is in compliance with Executive Order 2023-05 prohibiting discriminatory boycotts of Israel in State procurement.
11. Once a contract becomes effective, any subsequent material changes or modifications to the contract terms must be submitted for review and prior approval by the Chairman of the Commission and the Governor and Executive Council.
12. This RFP is not an offer. Neither the Commission nor this RFP shall create any commitment on the part of the State or confer any rights on the part of the Vendor unless and until a binding written contract is executed between the Commission and the Vendor, and if applicable, approved by the Governor and Executive Council.
13. Property of the State: All materials and data submitted or received in response to this RFP will become the property of the State and will not be returned to the Vendor(s). Upon contract award, the State reserves the right to use any information presented in any proposal, provided that its use does not violate any copyrights, or other provisions of law, including RSA chapter 91-A.



14. Non-Collusion: The Vendor's signature on a proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and work quoted have been established without collusion with other Vendors and without effort to preclude the Commission from obtaining the best possible competitive proposal. Vendors who wish to submit joint proposals with other Vendors must clearly identify that the proposal is a "joint proposal" and must identify all Vendors in the first instance.

15. Challenges on Form or Process of the RFP:

Any Vendor that wishes to challenge the Commission's identification of the Selected Vendor may do so in writing. Any challenge shall specify all points on which the Vendor believes the Commission erred in its process and contain an argument in support of the Vendor's position. To support its challenge, the Vendor shall not submit, and the Commission will not consider, any substantive information that was not submitted by the Vendor prior to the Proposal Due Date.

**All challenges shall be submitted in writing no later than five business days from the date the Selected Vendor is identified to the RFP Point of Contact. The Commission will not consider any challenge that is submitted after this deadline.**

Within five business days after receipt of a challenge, the Commission will review its process it followed in evaluating proposals and issue a response that either affirms or reverses its initial Vendor selection. In the event that the Commission reverses its initial selection, the Commission may, in its sole and absolute discretion, award the contract to the next preferred Vendor or cancel this RFP. No hearing shall be held in connection with any challenge. The Commission's decision on any challenge shall be final and not subject to any appeal.

This Paragraph 14 shall be the mandatory and exclusive remedy for any Vendors that are not selected.

## VII. GENERAL PROVISIONS, FORM P-37, AND CERTIFICATES

The Selected Vendor(s) will be expected to enter into a contract with the State of New Hampshire. The terms and conditions set forth in Form P-37 (version 2/23/2023), General Provisions (available at: [Requests for Proposals | NH Public Utilities Commission.](#)), are mandatory and will apply to any contract awarded to the Vendor. In addition, work specific terms and conditions will be negotiated with the Vendor and included in the final contract. For the convenience of the Vendors, Form P-37 (version 2/23/2023) has been included as Appendix A.

**When responding to this RFP, each Vendor must explicitly indicate that the Vendor shall comply with the requirements of Form P-37.** To the extent a Vendor believes that an exception to the standard form will be necessary for the Vendor to enter into a contract, the Vendor should raise that issue during the Vendor question period. The Commission will review the question regarding the requested exception(s) and respond that the exception is accepted, rejected, or note that the Commission is open to negotiation regarding the requested exception(s) at the Commission’s sole discretion. If a Vendor’s exception is accepted, or is open to negotiation, the Commission will, by means of posting the answer to the Vendor’s question, and prior to the conclusion of the question response period, provide notice to all potential Vendors of the exception(s) which has been accepted, or is open to negotiation, and indicate that exception is available to all potential Vendors. Any exceptions to the standard form contract that are not received before the Close of Question Period as specified in the Schedule of Events are waived. In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the State’s terms in response to this RFP. The question period begins when the RFP is posted and ends at the Close of Question Period as specified in the Schedule of Events. All inquiries must be in writing and must be sent to the RFP Point of Contact identified above.

With regard to Form P-37 (2/23/2023), General Provisions, Paragraph 14, “Insurance,” please note that Vendors may be allowed to substitute professional liability insurance for part or all of the per occurrence comprehensive general liability insurance coverage. In addition, excess liability insurance in an equal amount may be substituted for up to \$1,000,000 of the per occurrence comprehensive general liability or professional liability insurance coverage. The State reserves the right to consider further waiving or modifying the insurance requirements in Paragraph 14 based on inquiries and proposals submitted, consistent with the procedure described above.

**A Vendor will be required to fill in the P-37 Form (version 2/23/2023) ONLY upon the Commission’s selection of its proposal, and prior to submission of the final contract for review and approval by the Chairman of the Commission and the Governor and Executive Council.**

The selected Vendor(s) will be required to provide the following certificates prior to entering into a contract with the Commission:

Surety Bond Required	RSA 310-A:177
Secretary of State’s Office Certificate of Good Standing (“CGS”)	Business organizations and businesses using trade names need a CGS, except for nonresident nonprofit corporations. Individuals contracting in their own names do not need a CGS.
Certificate of Vote/ Authority (“CVA”)	Business entities and businesses using trade names need a CVA. Individuals contracting in their own name do not need a CVA.

Certificate of Insurance	Certificate of Insurance form attached with insurance coverages required under the contract. Modifications of insurance coverage required will be specified in the contract.
Workers' Compensation	Contractor must demonstrate compliance with or exemption from RSA 281-A (and, if applicable, RSA 228:4-b and RSA 21-I:80, and any other applicable laws or rules).

The selected Vendor(s) will be required to provide the above certificates ONLY upon the Commission's selection of their proposal(s), and prior to submission of the final contract(s) for review and approval by the Chairman of the Commission and the Governor and Executive Council.

It is highly recommended that the required documents described in Appendix B are prepared and attached to the proposal and the required Vendor actions are taken as the documents and actions are **required upon notification of selection** and the State contracting process upholds strict deadlines.

#### VIII. ETHICAL REQUIREMENTS

From the time this RFP is published until a contract is awarded, no Vendor shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined in RSA chapter 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any Vendor that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Vendor who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on this RFP, or similar request for submission and every such Vendor shall be disqualified from bidding on any RFP or similar request for submission issued by any State agency. A Vendor that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the State's internal intranet system, except in the case of annulment, the information shall be deleted from the list.

**APPENDIX A. FORM P-37**

STATE OF NEW HAMPSHIRE FORM P-37 (version 2/23/2023)  
AGREEMENT, GENERAL PROVISIONS

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

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature  Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature  Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel ( <i>if applicable</i> )  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) ( <i>if applicable</i> )  By: _____ On: _____			
1.17 Approval by the Governor and Executive Council ( <i>if applicable</i> )  G&C Item number: _____ G&C Meeting Date: _____			

Contractor  
Initials \_\_\_\_\_  
Date \_\_\_\_\_

**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.

Contractor  
Initials \_\_\_\_\_  
Date \_\_\_\_\_

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:

Contractor  
Initials \_\_\_\_\_  
Date \_\_\_\_\_

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.

Contractor  
Initials \_\_\_\_\_  
Date \_\_\_\_\_



**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 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

Contractor  
Initials \_\_\_\_\_  
Date \_\_\_\_\_

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.

Contractor  
Initials \_\_\_\_\_  
Date \_\_\_\_\_

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.

Contractor  
Initials \_\_\_\_\_  
Date \_\_\_\_\_

**EXHIBIT B**  
**SCOPE OF WORK**

**1. Remote Transcription Services**

The CONTRACTOR 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.

Contractor  
Initials \_\_\_\_\_  
Date \_\_\_\_\_

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.

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### **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

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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,

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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.

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- 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.

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**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.

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## 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 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>	\$
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	\$ 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	\$ 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	\$ per page \$

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

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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 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.

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## ***APPENDIX B. LIST OF REQUIRED DOCUMENTS OF SELECTED VENDOR & VENDOR RESOURCES***

(Required upon proposals ranking notification)

Note: All vendor naming in (I.e., Business name, DBA, trade name) documents must be the same across all documents.

- Surety Bond Required (RSA 310-A:177).
- Secretary of State's Office Certificate of Good Standing.
- Certificate of Vote/Authority (Individuals contracting in their own name do not need a CVA. Business entities and trade names need a CVA.). Templates available upon request.
- Certificate of Insurance.
- Workers' Compensation (Contractor demonstrates compliance with or exemption from RSA 281-A (and, if applicable, RSA 228:4-b and RSA 21-I:80, and any other applicable laws or rules). If exempt, vendor must provide explanation in writing on letterhead.
- All vendors must be registered with the Bureau of Purchase and Property and provide vendor number.

### **Vendor Resources**

- Register with the Bureau of Purchase and Property and receive vendor number:  
[https://apps.das.nh.gov/vendorregistration/\(S\(41jfhbsiigwqbh2vtigudksr\)\)/welcome.aspx](https://apps.das.nh.gov/vendorregistration/(S(41jfhbsiigwqbh2vtigudksr))/welcome.aspx)
- NH QuickStart, doing business in New Hampshire (Certificate of Good Standing)  
<https://quickstart.sos.nh.gov/online>
- Vendor Resource Center <https://www.das.nh.gov/purchasing/vendorresources.aspx>
- An overview of business-related services and information found in the State's networks of websites.  
<https://www.nh.gov/business/>

New Hampshire Department of State <https://sos.nh.gov/corporation-ucc-securities/corporation/>