State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES
Winnipesaukee River Basin Program
Wastewater Treatment Plant
P.O. Box 68 • Franklin, NH • 03235
603-934-4032
FAX 603-934-4831

May 27, 2015

Re: Request for Proposals – As-needed Transcription and Document Preparation Services

Dear Sir/Madam:

We are soliciting proposals for as-needed transcription and document preparation services for the Winnipesaukee River Basin Program (WRBP). The WRBP is responsible for the state-owned sewerage facilities operated by the NH Department of Environmental Services under its Winnipesaukee River Basin Program. The member communities served by the sewer system are represented by the WRBP Advisory Board. This advisory board and several working subgroups meet on both a regular and as-needed basis. The transcription services will be rendered during meetings at multiple locations in the ten (10) communities served by the WRBP, including Franklin, Laconia, Belmont, Sanbornton, Northfield, Gilford, Tilton, Meredith, Center Harbor and Moultonborough. Meetings are held between the hours of 8am to 4 pm Monday through Friday and have most recently been held in Belmont, Gilford, or Franklin in the mornings between 9am and noon. However, other times and locations within the member communities may be utilized for meetings in the future.

The chosen contractor will be under contract to the New Hampshire Department of Environmental Services. We include herein a blank copy of a standard state service contract (P-37) and Exhibits A, B, and C. Exhibit A ("The Services") will be the Scope of Work which fully describes the services. Exhibit B ("Costs and Terms of Payment") is the bid form on which you will write your rate quotes for the services. Exhibit C ("Special Provisions") provided additional requirements applicable to the contract. It is strongly suggested that you review the general conditions shown on the contract form (P-37), including the insurance requirements contained in **Item No. 14 and the alternative for providing sufficient insurance in Exhibit C.**

Should your firm be selected for the work, the WRBP will send you a "Notice of Intent to Award" along with a contract form for execution. If the firm is a corporation, instructions will be provided for completing a "Corporate Resolution" for the work. Any corporation, individual (sole proprietorship) or partnership doing business with the State must be registered and in good standing with the New Hampshire's Secretary of State's office in order to process a contract. Instructions for obtaining a current, original "Certificate of Good Standing" from the Secretary of State's office will be provided to the selected firm upon request. If the firm is not currently registered, the firm will be allowed fourteen (14) days to complete this task. At the end of the fourteen days if the firm is not registered, it will be the WRBP's option to disregard the firm's proposal. When the original contract and supporting documents are returned to the WRBP, it will be processed for State approvals; usually requiring several weeks.

If you wish to submit a proposal for transcription and document preparation services, please submit the hourly rate quotes and total on Exhibit B. You must initial, date and return all Exhibits as part of your proposal. In addition, submit a current list of representative client references (with contact name and phone number) for which you provide similar services. Submit your proposal and references to Attn. Sharon McMillin, WRBP Franklin Wastewater Treatment Plant, PO Box 68, 528 River Street, Franklin, NH, 03235 or via email at Sharon.mcmillin@des.nh.gov by **1:00 pm on June 12, 2015.** It is the responsibility of the proposing firm to confirm receipt prior to the deadline.

Please contact me at 603-934-4032 or the email above if you have any questions.

Sincerely,

Sharon McMillin
Administrator, WRBP

Encl.
cc: Steve Dolloff, WRBP

EXHIBIT A
THE SERVICES

Provide as-needed, transcription and document preparation services for the Winnipesaukee River Basin Program (WRBP) Advisory Board. This advisory board and several working subgroups meet on both a regular and as-needed basis. The transcription services will be rendered during meetings at multiple locations in the ten (10) member communities served by the WRBP, including Franklin, Laconia, Belmont, Sanbornton, Northfield, Gilford, Tilton, Meredith, Center Harbor and Moultonborough. Meetings are held during normal working hours between 8am to 4pm Monday through Friday and have most recently been held in Belmont, Gilford, or Franklin in the mornings between 9am and noon. However, any times during normal working hours and at any location within the 10 member communities may be utilized for meetings in the future and no additional compensation shall be provided for changes in location or meeting schedule.

Although the WRBP cannot predict transcription needs with absolute accuracy, we estimate them to be on the order of 120 hours in meetings in FY16 (through June 30, 2016). Assuming a maximum of an equal number of hours will be required to prepare draft and final minutes, the total estimated hours for FY16 is 240 hours. Actual hours for document preparation will be paid, not to exceed the number of respective meeting hours.

The anticipated meeting schedule includes the following:
Full Advisory Board Meetings – (currently scheduled monthly on the third Thursday)
3 hours per meeting x 12 meetings = 36 hours.

Capital Improvements Program (CIP) Subcommittee – (no meetings are currently scheduled)
4 hours per meeting x 8 meetings = 32 hours.

Time for other as-called meetings or longer meetings -
These hours are included in the event that additional meetings are called or meetings run longer than expected. 24 hours

Total meeting hours = 92 hours
Total maximum document preparation hours = 92 hours
Total hours = 184 hours

The individual assigned is expected to be professional, self-motivated and able to work independently after being given minimal instruction. The person is expected to have access to, and be able to work efficiently with, MS Word 2010 and the internet (email). Preference is for a single individual to be assigned for all WRBP meetings to provide continuity of service so that efficiency of transcription and consistency of the work product is maintained.

The hours of service to be provided through this request would generally be during meetings, as well as all time necessary to provide draft and final minutes of meetings. All travel, per diem and transportation costs are to be included in the all-inclusive hourly rate for services. If a meeting is

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scheduled during the lunch hour, lunch may be provided by the WRBP as part of the meeting. The service also includes any and all equipment and materials necessary to record and/or transcribe the meeting minutes and prepare the minutes. No tape recording, transcription, or computer equipment or software or access to facilities to prepare minutes will be provided by the WRBP or its member communities. Tape recordings or other meeting transcript documentation will become the property of the WRBP and be retained for archival purposes. Draft minutes will be reviewed by WRBP management and Advisory Board members and comments will then be incorporated into the final minutes approved at the next meeting. Electronic copies via email of draft and final minutes shall be provided to the WRBP management for their distribution to meeting participants.

Quotations shall include an all-inclusive hourly rate for attending meetings, including but not limited to materials, equipment, travel, expenses, and transportation. Allowable billing hours for meetings shall be only those during the meeting itself, not portal to portal. A separate hourly rate quotation shall be provided for all costs associated with preparation of draft and final minutes, including but not limited to revision of drafts to incorporate comments for meeting attendees, preparation of final minutes, and electronic copies of draft and final minutes. Only editable electronic documents, not paper copies, shall be provided via email in a MS Word format compatible with WRBP systems and software versions.

An invoice is required for each meeting, inclusive of draft and final document preparation. Documentation supporting hours worked on each assignment shall be provided prior to payment of an invoice in order to adequately verify level of effort. Hours for transcription services at the meetings and hours for document preparation following each meeting shall be two separate line items and shall reflect their respective, all-inclusive hourly rates.

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EXHIBIT B
COST PROPOSAL AND TERMS OF PAYMENT

Item #1: All-inclusive hourly billing rate for as-needed transcription services.
Rate covers all costs associated with the services including: labor, equipment and materials; federal, state and local taxes; all payroll related costs; insurance; worker's compensation and unemployment compensation. Labor hours are for actual time spent in the meetings. All-inclusive rate shall include travel; no additional fee will be paid for travel time or expenses, regardless of location.

$_____$ per hour transcription services

Item #2: All-inclusive hourly billing rate for document preparation services.
Rate covers all costs associated with the services including: labor, equipment and materials; federal, state and local taxes; all payroll related costs; insurance; worker's compensation and unemployment compensation.

$_____$ per hour document preparation services

Basis of award:
(92 hours x $/hr transcription services provide in item #1 above)
+ (92 hours x $/hr document preparation services provide in item #2 above) = _____

Notes:
1. Contract award and price limitation is based upon the respective rates per hour times 92 hours of transcription services at meetings and 92 hours of the document preparation services in FY16 as described in Exhibit A. The State FY16 begins on July 1, 2015 and ends June 30, 2016.

2. An invoice is required for each meeting, inclusive of draft and final document preparation. Documentation supporting hours worked on each assignment shall be provided prior to payment of an invoice in order to adequately verify level of effort. Hours for transcription services at the meetings and hours for document preparation following each meeting shall be two separate line items and shall reflect their respective, all-inclusive hourly rates. Only actual hours for document preparation will be paid, not to exceed the number of meeting hours as described in Exhibit A.

4. Firm shall be paid based upon hourly rates for only those services provided. Firm is to be paid within thirty (30) days of submission of invoice at satisfactory completion of work. Approval of this contract does not authorize any expenditure over the price limitation.

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EXHIBIT C
SPECIAL PROVISIONS

Item 1:
Delete P-37 Agreement item 14.1.1 which reads: "comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence;"

Replace P-37 Agreement item 14.1.1 with the following: "comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence or in amounts of no less than $1,000,000 per occurrence and no less than $1,000,000 excess/umbrella liability insurance".

Item 2: If contract price limitation is less than $10,000.
Pursuant to the Department of Administrative Services Manual of Procedures, as amended with approval of the Governor and Executive Council effective September 17, 2014, this service contract does not require separate approval by the Governor and Executive Council. Accordingly, P-37 Agreement items 1.17 and 1.18 are deleted.

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Print Form

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	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		1.12 Name and Title of Contractor Signatory	

1.13 Acknowledgement: State of _____, County of _____

On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: On:

1.18 Approval by the Governor and Executive Council

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

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Date_____