



GEORGE N. COPADIS, COMMISSIONER
 RICHARD J. LAVERS, DEPUTY COMMISSIONER

March 12, 2014

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

REQUESTED ACTION

To authorize New Hampshire Employment Security (NHES) to enter into a contract with Diamond Relocation (VC# 169590), Methuen, MA in the amount not to exceed \$46,654.00 for building content moving services from the date of Governor and Council approval through June 30, 2014. 100% Federal funds.

02 - 27 - 27 - 270010 - 8041 DEPT OF EMPLOYMENT SECURITY

						<u>FY 2014</u>
10 -	02700	-	80410000	-	048 - 500226	Contract Repairs, Building & Grounds \$ 46,654.00
Vendor Code: 169590 Diamond Relocation						
RQ #: 145158						

EXPLANATION

NHES is requesting approval of the attached contract for building content moving services for the upcoming move of four NHES locations to one location. The contract total of \$46,654.00 is for the period beginning upon Governor and Council approval through June 30, 2014.

A competitive bid process was undertaken for building content moving services. A "Request For Bid" (RFB) was sent to eight (8) vendors, four (4) responded to our various advertisements and four (4) were obtained from an agency database. Of the eight (8) vendors, four (4) vendors submitted bids for services. A review of the submitted bid resulted in the selection of the lowest responding bidder. An RFB list with bid and non-bid responses is attached.

Respectfully submitted/

George N. Copadis
 Commissioner

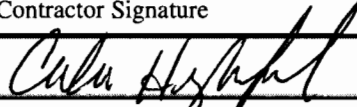
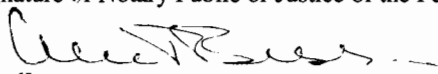
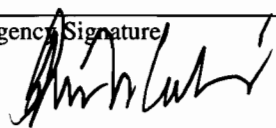
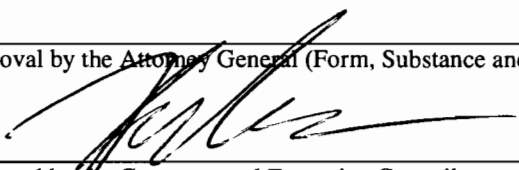
GNC/jdr

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

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>NH Employment Security</u>		1.2 State Agency Address <u>32 South Main Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>Diamond Relocation VC #169590 B001</u>		1.4 Contractor Address <u>13 Branch Street, Methuen, MA 01844</u>	
1.5 Contractor Phone Number <u>603-560-0242</u>	1.6 Account Number <u>010-027-8041-048-500226</u>	1.7 Completion Date <u>June 30, 2014</u>	1.8 Price Limitation <u>\$46,654.00</u>
1.9 Contracting Officer for State Agency <u>George N. Copadis, Commissioner</u>		1.10 State Agency Telephone Number <u>603-228-4000</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>CALVIN HIGHFIELD PRESIDENT.</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>2/26/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Alice T. Bessan, Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>George N. Copadis, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>3/4/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials CH
Date 2/26/14

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

EXHIBIT A

SCOPE

The following is a request for bid issued by NH Employment Security for the purpose of establishing a coordinated and phased move relocating agency departments from four locations to one location. Bid will include services, permits, materials, products, labor, tools, equipment and/or transportation necessary for relocation of agency facilities, including moving warehouse storage racks, electronic equipment, office equipment, furniture, file cabinets both full and empty, and all attending office accents including but not limited to books, boxes, office tables, chairs, lamps.

SPECIFICATIONS

Contractor will move entire contents of four office buildings, excepting cubicles, which **will not be moved**. Offices being moved include 32 South Main Street and 10 West Street, both in Concord, NH, 03301, and 298 Hanover Street and 300 Hanover Street, both in Manchester, NH. Offices will be moved to Tobey Building, 45 South Fruit Street, Concord, NH, with the exception of that portion of 300 Hanover Street housing NHES Manchester local office. This move will be done in several phases, the finer details of which will be determined by NHES & Contractor, upon bid award. Work may be done during the week and on weekends.

- 1) Contractor will move furniture, equipment, and office accouterments, etc., from buildings to destination facility, and/or to storage facility at NHES Stickney Ave., Concord, NH, 03301, in phases. Lateral may be partially empty and vertical files may be full.
- 2) Contractor will set-up office furniture, equipment, accouterments, etc., in destination facility.
- 3) Contractor will have access to weight restricted Lift and ADA ramp at 298 Hanover Street. There may be stairs involved in moving this building.
- 4) Contractor will have access to loading dock, and other doors, at 300 Hanover Street, which is one story.
- 5) Contractor will have access to loading dock, and other doors, and elevator at 32 South Main Street.
- 6) Contractor will have access to loading dock and conveyer belt for warehouse items and storage equipment at 10 West Street. There may be stairs involved in moving this building, which houses warehouse in basement of this one story building.
- 7) Breakdown & set-up warehouse racks: 12 sections of pallet storage racks; and, 40 sections of small storage racks of various sizes, i.e. 15" x 36", 15" x 42", 15" x 48".
- 8) Contractor will have access to loading dock and two elevators in destination facility, Tobey Building.
- 9) Work will be done in a timely and professional manner weekdays, evenings and weekends.
- 10) Contractor will protect all elevator walls, stairs, walls, floors, etc.
- 11) Contractor will protect all floors & hallways at Tobey Building by using Masonite.
- 12) Contractor must supply moving crates with covers, to include delivery & pick-up; quantity will be determined by bid winner.
- 13) Contractor must supply tags and labels, security tape, and all necessary items for proper identification and protection of items being packed and moved.
- 14) Contractor will properly move in appropriate carts office computers, phones, and some desktop copiers.
- 15) Contractor will disassemble those furniture items that require such action, such as tables.
- 16) Contractor will move all chairs from offices and conference rooms, etc.

SAFETY ISSUES and COMPLIANCE REQUIREMENTS

Safety and protection of NH Employment Security personnel and property is of utmost concern. All work will be conducted to interfere as little as possible with NH Employment Security business. Contractor will, at his expense wherever necessary or required, furnish safety devices and take all precautions necessary to protect life and property.

Work performed will be compliant with all existing state and federal safety laws, rules, regulations and

standards including but not limited to OSHA and U.S. Department of Labor to ensure the safety of the workers as well as NH Employment Security staff and the general public.

RUBBISH AND DEBRIS

Rubbish/debris will be removed from premises as it occurs. Materials will be disposed of off-site in strict accordance with all applicable laws, rules, regulations and ordinances.

EXHIBIT B

COSTS

Contractor agrees to provide NH Employment Security services indicated in Exhibit A of this agreement, and in RFB, at prices quoted in RFB and shown below.

Contractor agrees to perform services according to specifications in a professional manner.

NHES recognizes, and agrees that accepted bids do not include potential overage or last minute change issues, which may result in additional fees. NHES is aware potential issues cannot be assessed before move occurs. Additional fees may not be assigned without the express agreement of NHES.

Total Bid:	\$ 41,654.00
Additional Costs for potential issues:	\$ 5,000.00

TOTAL CONTRACT NOT TO EXCEED \$ 46,654.00

INVOICE

Contractor will invoice NH Employment Security upon completion and acceptance of job. Invoice must include:

1. Date work was done.
2. Brief description of work
3. Physical location of job site

Invoices must be submitted showing sufficient detail. Payment will be made through normal State payment process - within 30 days following receipt of approved invoice upon completion and acceptance of work by NH Employment Security.

Invoices will be sent to:	Helen A. Dinsmore
	NH Employment Security
	32 South Main St
	Concord NH 03301-4857

EXHIBIT C

TERM & EXTENSION

This agreement will be for a term beginning upon Governor and Council approval and terminating on June 30, 2014.

TERMINATION

If Contractor fails to perform services as required, agreement will without notice, become void and of no effect, with no liability on the part of NH Employment Security beyond date on which Vendor fails to perform required services. This agreement may be terminated by either party at any time. The party requesting termination must give the other party written notice to so terminate, at least ten (10) days prior to effective date of termination. Written notice will be by certified mail.

CONFIDENTIALITY & CRIMINAL RECORD

The successful vendor and his employees will be required to sign and submit a **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM (DES 1726)**, and a **CRIMINAL RECORDS FORM (DES 2135)**, to be provided by NH Employment Security, if applicable, prior to any work being done. There is a \$25 fee for each check required. During the course of this agreement any additional personnel scheduled to enter NH Employment Security facilities must be reported to a NH Employment Security official and a **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM** and a **CRIMINAL RECORDS FORM** submitted for processing prior to their entrance into the facility. There is also a \$5 fee for the required Certificate of Good Standing from the Secretary of State, if NHES acquires it for you. **Please include your costs for these documents in your bid.**

DAMAGE

Contractor will agree that any damage to the building(s), materials, equipment or other property during the performance of the service will be repaired at his expense. Contractor agrees to return all buildings, materials, equipment or property to its original or better condition and acceptance by a representative of NH Employment Security. Contractor also agrees to obtain the approval of the NH Employment Security representative assigned to the project for any sub-contractor required to perform such repair work.

SUB-CONTRACTING

Contractor will not assign, subcontract or otherwise transfer any duty obligation, or written performance required by this agreement without prior consent of NH Employment Security. All subcontractors must be listed on the bid page of this document for pre-approval.

ACCEPTANCE OR REJECTION BY NH EMPLOYMENT SECURITY

NH Employment Security reserves the right to accept or reject any or all proposals submitted for consideration. All proposals will be kept sealed and safe until the date, time and place of public opening.

CERTIFICATION RE DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS, CERTIFICATE OF GOOD STANDING

Contractor certifies that primary participant, and its principals, to the best of its knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency. Contractor must inform NH Employment Security of any changes in the status regarding this statement. Contractor accepting winning bid must provide a current, dated April, 2013 or later, NH Certificate of Good Standing.

DAVIS-BACON ACT (not applicable)

Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under these Acts contractors and subcontractors must pay laborers and mechanics no less than locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. Department of Labor sets prevailing wage rates. Davis-Bacon Act prevailing wage provisions apply to "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance. For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

AMERICANS WITH DISABILITIES ACT

The undersigned agrees to comply with all Federal, State and Local ADA rules and regulations.

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Diamond Relocation, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on December 17, 2007. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of February, A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
DIAMOND RELOCATION

I, Calvin Highfield hereby certify that I am the only Corporate Officer and Sole Proprietor of Diamond Relocation. I certify that I am the sole Owner of Diamond Relocation. I further certify that it is understood that the State of New Hampshire will rely on this Certificate as evidence that the person listed above currently occupies the position indicated and that he has full authority to bind the business.

Acknowledgement: State of NH County of Merrimack on 2/26/14, before the undersigned officer Alice P. Bisson, Notary Public/Justice of Peace, personally appeared Calvin Highfield, identified as Resident or satisfactorily proven to be the person named above and acknowledged that he/she executed this document in the capacity indicated.

Signature of Notary Public/Justice of Peace

Alice P. Bisson

(Seal)

ALICE P. BISSON
Notary Public - New Hampshire
My Commission Expires February 2, 2016

My commission expires on _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/11/2014

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

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

PRODUCER INSURANCE SOLUTIONS CORPORATION 60 Westville Rd Plaistow NH 03865		CONTACT NAME: Pam Brewster PHONE (A/C No. Ext): (603) 382-4600 FAX (A/C. No.): (603) 382-2034 E-MAIL ADDRESS: pbrewster@isc-insurance.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A Acadia Insurance	31325
		INSURER B AmGUARD Insurance Company	42390
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1431115723 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CPA5075776-11	12/13/2013	12/13/2014	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$	
A	AUTOMOBILE LIABILITY			TBA	3/11/2014	12/13/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$	
							Enhancer Endorsement \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			TBA	3/11/2014	12/13/2014	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 1,000,000	
	DED \$	RETENTION \$					\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			DIWC446727	11/1/2013	11/1/2014	WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER helen.a.dinsmore@nhes.nh.g NH Employment Security 32 So Main St Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Pam Brewster/PDB <i>Pamela D Brewster</i>
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New Hampshire Employment Security Tobey Move Project
Bid Opening 2/26/14, 2:00 PM
8 RFBs Distributed, 4 Bids Submitted: 4 NHES Database, 4 Newspaper Responses

Vendor Bid Ascertained Via	Vendor Address	Telephone Number Bid Submission	Reason for Not Bidding
ABC Moving & Storage CO, LLC Telly Sabat & Chad Atherton NHES Database	12 Bockes Road, Hudson, NH, 03051 telly@abcmoving.com & chad@abcmoving.com	603-324-3149 \$52,220.00	Attended both Walk-throughs #3 BID
Allen & Coles Moving Systems Bill Biniszkievicz Newspaper	12 Bockes Road, Hudson, NH, 03051 bill@acmoving.com	800-464-6055 x3155 NO BID	Attended only one walk-through Not Allowed to Bid
All-Ways Wrecking Chris Olszak Internet	717 Mayhew Turnpike, Bristol, NH, 03222	NO BID	Attended only one walk-through Not Allowed to Bid
College Bound Movers Bryce Ouellette Newspaper	6 Caldwell Drive, Amherst, NH, 03031 bouellette@collegeboundmovers.com	603-882-6683 x 222 NO BID	Attended both Walk-throughs Could not compete
Cubicle Solutions, Inc. John J. Cincotta & Mike Bergeron Newspaper	8 Rockingham Road, Windham, NH < 03087 jcincotta@cubicle-solutions.com & mbergeron@	866-444-2823 NO BID	Attended both Walk-throughs Could not compete
Diamond Relocation Scott Gleason NHES Database	13 Branch Street, Methuen, MA, 01844 gleason@diamondrelocation.com	978-758-1039 \$41,654	Attended both Walk-throughs BID WINNER
McLaughlin Transportation Sys., Inc. Gerry LaRose NHES Database	20 Progress Avenue, Nashua, NH, 03062 glarose@mclaughlin-transport.com	603-883-4000 x359 \$58,745.00	Attended both Walk-throughs #4 BID
Sterling Corporation Mark Brinson NHES Database	20 Industrial Avenue, Chelmsford, MA, 01824 mbrinson@sterlingmail.com & nbroner@	978-322-2506 \$50,503.45	Attended both Walk-throughs #2 BID

NHES advertised RFB in Union Leader and w/Various internet project management companies.