



**New Hampshire
Employment
Security**

www.nhes.nh.gov

"We're working to keep New Hampshire working"

ADMINISTRATIVE OFFICE

45 SOUTH FRUIT STREET
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

May 20, 2014

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

REQUESTED ACTION

To authorize New Hampshire Employment Security (NHES) to enter into an agreement with Encore Holdings, LLC d/b/a Encore Fire Protection (VC 259351), Brighton, MA in the amount not to exceed \$33,912 for Inergen Fire Suppression System maintenance from the from the date of Governor and Council approval through June 30, 2017. 100% Federal funds.

Federal funds available for these services will be expended as follows, contingent upon availability and continued appropriations for fiscal years 2014 forward with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

02	-	27	-	27	-	270010	-	8040	DEPT OF EMPLOYMENT SECURITY				
										SFY 2014	SFY 2015	SFY 2016	SFY 2017
10	-	02700	-	80400000	-	048	-	500226	Maintenance,	\$ 8,800	\$ 8,344	\$ 8,370	\$ 8,398
									Building & Grounds				

Vendor Code: 259351 Encore Holdings, LLC d/b/a Encore Fire Protection
RQ#: TBD

EXPLANATION

NHES is requesting approval of the attached agreement for Inergen Fire Suppression System maintenance. The Inergen Fire Suppression Systems protect NHES computer operations center, sub-floor, ceiling void and all critical agency equipment within the primary and redundant computer operations centers which support NHES's Unemployment Insurance program. The contract total of \$33,912 is for the period from the date of Governor and Council approval through June 30, 2017.

A competitive bid process was undertaken for Inergen Fire Suppression System maintenance. A "Request For Proposal" (RFP) was sent to three (3) vendors; two (2) of which responded to our various advertisements and one (1) was obtained from an agency database. All three (3) vendors submitted bids for services. A review of the submitted bids resulted in the selection of the lowest responding bidder. An RFP list with the bid response is attached.

Sincerely,

George N. Copadis
Commissioner

Attachments
GNC/jdr

Subject: NHES Inergen Systems 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 <div style="border: 1px solid black; padding: 5px; text-align: center;">NH Employment Security</div>		1.2 State Agency Address <div style="border: 1px solid black; padding: 5px; text-align: center;">45 South Fruit Street, Concord, NH 03301</div>	
1.3 Contractor Name <div style="border: 1px solid black; padding: 5px; text-align: center;">Encore Holdings, LLC dba Encore Fire Protection #</div>		1.4 Contractor Address <div style="border: 1px solid black; padding: 5px; text-align: center;">84 Lincoln Street, Brighton, MA, 02135</div>	
1.5 Contractor Phone Number <div style="border: 1px solid black; padding: 5px; text-align: center;">800-966-0000</div>	1.6 Account Number <div style="border: 1px solid black; padding: 5px; text-align: center;">010-027-8040-0048-0226</div>	1.7 Completion Date <div style="border: 1px solid black; padding: 5px; text-align: center;">June 30, 2017</div>	1.8 Price Limitation <div style="border: 1px solid black; padding: 5px; text-align: center;">\$33,912.00</div>
1.9 Contracting Officer for State Agency <div style="border: 1px solid black; padding: 5px; text-align: center;">George N. Copadis, Commissioner</div>		1.10 State Agency Telephone Number <div style="border: 1px solid black; padding: 5px; text-align: center;">603-228-4000</div>	
1.11 Contractor Signature <div style="border: 1px solid black; padding: 5px; text-align: center;"></div>		1.12 Name and Title of Contractor Signatory <div style="border: 1px solid black; padding: 5px; text-align: center;">Chris Johnson V.P</div>	
1.13 Acknowledgement: State of RI , County of Providence On 5/1/14 , 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 <div style="display: flex; justify-content: space-between; align-items: center;">[Seal] <i>EXPIRATION DATE:</i> 10/19/17</div>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Notary</i> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
1.14 State Agency Signature <div style="border: 1px solid black; padding: 5px; text-align: center;"></div>		1.15 Name and Title of State Agency Signatory <div style="border: 1px solid black; padding: 5px; text-align: center;">George N. Copadis, Commissioner</div>	
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: <i>5/20/14</i>			
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.

Contractor Initials CSJ
Date 5/9/14

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

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

NHES intends to contract for three years of testing, inspections, maintenance & service for Ansul Inergen fire suppression systems at NHES facilities in Concord, 45 S. Fruit St., and in Manchester, 300 Hanover St., and for any systems added while contract is in effect. NHES three year contract will include moving one Ansul Inergen clean agent fire suppression system from NHES Manchester to NHES Nashua location, 6 Townsend West, Nashua, NH, 03063.

Contractor is certified in Ansul Inergen systems.

Contractual work will comply with all applicable standards, including but not limited to those of state, city, and National Fire Protection Association (NFPA).

SYSTEM & MOVING SPECIFICATIONS

Contractor will provide fire suppression system testing, inspections, maintenance & service agreement for NHES Ansul Inergen Systems. Currently there are two systems, but contract will be amended to include additional systems, should NHES acquire them. Current systems include:

System One, located at NHES Manchester, to be moved to NHES Nashua:

1. Five 439 cubic foot cylinders with mounting brackets and hardware.
2. One electric actuator.
3. One discharge nozzle.
4. One Z-10 detection & release panel with battery back-up.
5. One relay module for HVAC interface.
6. Two cross-zoned photoelectric detectors.
7. Two cross-zoned ionization detectors.
8. One 6 inch bell
9. One 15-candela horn/strobe device.
10. One 15 candela strobe device.
11. One electric manual release station.
12. One electric manual abort station.
13. One maintenance lock-out switch.
14. One back draft damper to be installed by NHES authorized agent.
 - a) System will be installed to protect Data Rooms and sub-floors.
 - b) Contractor will ensure integrity of Data Room equipment and do whatever is reasonable to prevent contamination of equipment.
 - c) Contractor will perform and approve required room integrity tests prior to installation of fire suppression system.
 - d) Contractor will provide NHES with a detailed installation plan prior to issuance of an agreement and prior to commencement of work. Plan must carry the approval of State Fire Marshall's office. Contractor will provide NHES installation plan to include, but not limited to, System Type, Pipe Materials, Storage Cylinders, Valve Actuators, Discharge Hose, Check Valve and Nozzles, Detection and Control Parts of System, Testing System, Manual Override, and MSDS sheets for all materials, etc.
 - e) System installation will be in accordance with the most current NFPA requirements - NFPA 2001 and UL300 standards, manufacturing specifications, and any applicable current city, state and national standards. Contractor is responsible for obtaining required permits and approval of city and State Fire Department, and from all authorizing agencies.

System Two, located at NHES Tobey, Concord, NH:

1. Nine 439 cubic foot cylinders with mounting brackets and hardware
2. One electric actuator.
3. Two discharge nozzles.
4. One Z-10 detection & release panel with battery back-up.
5. One relay module for HVAC interface.
6. Four cross-zoned photoelectric detectors.
7. Four cross-zoned ionization detectors.
8. One 6 inch bell
9. One 15-candela horn/strobe device.
10. One 15 candela strobe device.
11. One electric manual release station.
12. One electric manual abort station.
13. One maintenance lock-out switch.

SERVICE SPECIFICATIONS

1. Fire suppression system contract for testing, inspections, maintenance, and service includes all materials, equipment, labor and transportation necessary for successful completion of work under terms and conditions of contract.
2. Contractor will be available to provide service twenty-four hours a day, seven days a week, three hundred sixty-five days a year (24/7/365). Applicable rates will be charged to NHES.
3. Fire suppression system testing, inspections, maintenance, and service will take place Monday through Friday, from 7:00 AM to 4:30 PM, in-so-far as that is possible. Testing will be semi-annual, and will comply with National Fire Protection Association (NFPA) requirements, and all other applicable regulations.
4. Semi-annual tests will be done March through May and September through November. Contractor will be responsible for scheduling inspections and for meeting established schedule. Contractor will provide proposed schedule for inspections a minimum of ten working days prior to inspection. NHES will approve proposed schedule or work with Contractor to develop a mutually acceptable schedule, as needed.
5. NHES reserves the right to charge Contractor \$20 per hour, in increments of fifteen minutes, if Contractor is thirty minutes late to scheduled inspection, without providing notice of schedule change prior to date and time of inspection, as information is made available to Contractor. Late fees, if assessed against Contractor, will be deducted from service invoice.
6. Contractor will promptly report deficiencies to NHES representative, Jesse Propri, or his designee. NHES must approve repair/replacement service in advance of work.
7. NHES reserves the right to request supply invoices from Contractor for services rendered.
8. Contractor is required to repair or replace defective system components to ensure systems operate effectively, as designed.
9. Contractor will perform all contractual work. Use of subcontractors will not be allowed unless authorized by NHES in advance.

10. Contractor will employ sufficient trained technicians to ensure service calls are answered promptly. Contractor telephone response to service call will be within fifteen minutes of service request. Due to the nature of systems, and their importance in assuring safety of equipment, Contractor will be on site, prepared to correct service issue, within four hours of service call, and will have readily available spare/replacement parts for successful correction of service issues.
11. Replacement parts will be new and of same quality and brand of part being replaced. Substitutions may be allowed if agreed upon by NHES in advance of installation.
12. Contractor will provide written summary of work after each inspection, or after service of any kind, and will obtain NHES signature on summary, before leaving summary with office manager or at front desk, to be forwarded to contract administrator.
13. Contractor will not be reimbursed for mileage and travel time under this contract.
14. Services provided by Contractor include:
 - a) Inspect system to ensure it is in proper working order and meets all applicable standards, including those of state, city, federal and NFPA.
 - b) Identify potentially detrimental site conditions that may undermine mechanical/electronic system components.
 - c) Notate tag with pertinent information - date of inspection, type of agent, pressure at recorded temperature, name of technician, and attach tag to system container.
 - d) Inspect system hoses to ensure integrity and reliability.
 - e) Visually inspect data room to ensure it is properly sealed, and that there are no penetrations or changes that may adversely impact system reliability for any reason, including allowance of agent leakage or change volume.
 - f) Inspect area to ensure agent will not affect loose objects, creating missile hazards.
 - g) Inspect system nozzles and nozzle deflectors, if applicable, to verify optimal performance. Ensure all are properly aimed, and are free of blockage.
 - h) Check nozzle seals, if applicable, for signs of deterioration and replace as needed.
 - i) Test all detectors to ensure proper alarm supervision and trouble functions.
 - j) Remove automatic actuation controls from agent containers.
 - k) Test detection system to operate necessary circuits to simulate agent release.
 - l) Operate all manual devices to simulate agent release.
 - m) Reset and reinstall all actuation controls after testing.
 - n) Examine all containers for evidence of corrosion or mechanical damage.
 - o) Check container bracketing and supports to ensure system is properly secured.
 - p) Examine piping for evidence of corrosion.
 - q) Examine pipe hangers and straps to ensure piping is securely supported.

- r) Operate auxiliary and supplemental system components, such as switches, door and window releases, interconnect valves, damper releases, air handling equipment shutdown, and supplementary alarms to ensure all are in proper working order.
- s) Return all devices to normal operating condition after testing.
- t) Submit detailed report to Jesse Propri, or his designee, within ten working days of inspection. Report will outline deficiencies in system and recommended corrective action, which must be approved by NHES at time of inspection and corrected by technician following NHES approval, immediately following inspection, in-so-far as that is possible. **Call Mr. Propri on his cell phone @ 603-419-9757, if needed.**
- u) Verify receipt of alarm signal at remote panel after devices operate.
- v) Operate each type of alarm condition on each signal circuit and verify receipt of trouble condition at remote station or panel.

PRODUCT WARRANTY

Contractor will provide manufacturer's warranty on installed work, agreeing to pay for repair or replacement of defective system parts as necessary. Contractor will provide a two-year (2) workmanship warranty.

HOURS OF WORK

Contractor will perform removal of system from NHES Manchester and installation of system at NHES Nashua during normal working hours, unless any part of the process includes soldering or work that could cause hazardous odor or condition. Work that may result in hazardous odor or condition must be done before 7:30 AM, after 5:00 PM, or on weekends.

Inspections, maintenance, and service will be done Monday through Friday, 7:00 AM to 4:30 PM, in-so-far as that is possible, and in accordance with agreed upon schedule.

SAFETY ISSUES and COMPLIANCE REQUIREMENTS

Safety and protection of Contractor, NHES personnel, clients, and property is vital. Contractor will furnish safety devices wherever needed and required, taking necessary precautions to protect life and property. Work will interfere as little as possible with NHES business.

Work will be performed in a manner compliant with applicable city, state and federal safety laws, rules, regulations and standards including but not limited to NFPA, OSHA and U.S. Department of Labor to ensure safety of workers, NHES staff, and the general public.

RUBBISH AND DEBRIS

Contractor will dispose of debris, rubbish, and other material resulting from on-site demolition operations, moving or installation of systems, or service work. All materials will be properly disposed of off-site in strict accordance with all applicable laws, rules, regulations and ordinances.

Contractor will maintain area surrounding project site to ensure safety of all. Worksite must be kept clean, safe and presentable to the public. Debris will be picked up at the end of each day's work and removed from worksite.

QUALIFICATION OF EMPLOYEES

Contractor employees will be qualified to perform contractual duties. NHES may require Contractor to remove from worksite any employee deemed incompetent, careless or otherwise objectionable.

Contractor will provide employees with picture identification badges clearly denoting company name and employee name. ID will be worn by Contractor while on NHES property.

EXHIBIT B

INVOICE

Contractor will invoice NHES following completion of approved project, and agreement that project is complete/authorization to pay by NHES. This includes semi-annual inspections, testing, and time and materials maintenance work.

Repair Rates: Rates are for on-site per hour. Travel is not included.

M-F 7:00 AM to 4:30 PM. \$ 88

Overtime: \$132 Saturdays/Sundays
\$176 Holidays

Replacement Parts: Cost + Markup 10% mark-up

Removal/Reinstallation \$1,260/Removal + \$7,540/Reinstallation = \$8,800

Inspection/Testing: \$1,344 \$1,370 \$1,398
Year 1 Year 2 Year 3

Monies for Repairs/Unforeseen Issues \$21,000 to be used when/as needed.

COST BREAKDOWN BY FISCAL YEAR: FY14 FY15 FY16 FY17
System Move
\$8,800 \$8,344 \$8,370 \$8,398

TOTAL CONTRACT NOT TO EXCEED: \$33,912.00

NHES will make payment through normal state payment processes, which is up to 30 days following receipt of approved invoice. Invoice must include:

- 1. Date work was done
- 2. Worksite address
- 3. Brief description of work completed
- 4. List of materials invoiced/NHES reserves the right to request receipts

**Invoices will be sent to: Helen A. Dinsmore
New Hampshire Employment Security
45 South Fruit Street
Concord NH 03301**

EXHIBIT C

TERM & EXTENSION

This agreement is for a term beginning upon G&C approval and terminating on June 30, 2017.

TERMINATION

If Contractor fails to perform required services this agreement will, without notice, become void and of no effect, with no liability on the part of NH Employment Security beyond the date on which Contractor fails to perform required services. Either party may terminate this agreement at any time. Terminating party must provide written notice, by certified mail, to so terminate at least thirty (30) days prior to effective date of termination.

DAMAGE

Contractor agrees that any damage to building (s), materials, equipment, grounds or other property, resultant from services performed will be repaired at his expense. Contractor agrees to return all buildings, materials, equipment, grounds or property to original or better condition and acceptance by NH Employment Security representative. Contractor agrees to obtain prior approval from NH Employment Security for sub-contractor performing repair work.

CONFIDENTIALITY & CRIMINAL RECORD CHECK

Contractor and employees must sign and submit **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM** (DES 1726), and **CRIMINAL RECORDS FORM** (DES 2135), prior to any work being done. During the course of this agreement any personnel scheduled to enter NH Employment Security facility must have these forms in place prior to entrance into the facility.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

Contractor certifies that primary participant, and its principals, to the best of his 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 will inform NH Employment Security of any changes in status.

SUB-CONTRACTING

Contractors must submit names of all sub-contractors used in performance of work for approval by NHES Plant Maintenance Engineer III Jesse Propri. If a sub-contractor refuses to perform, Contractor may substitute another sub-contractor for the same or a lower price, with any cost savings rebated to NH Employment Security. Again, prior NHES approval is needed.

DAVIS-BACON ACT

Davis-Bacon Act and Related Acts apply to contractors and subcontractors performing on federally funded/assisted contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or public works.

AMERICANS WITH DISABILITIES ACT

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

PAYMENT/PERFORMANCE BOND: MILLER ACT

Contractor agrees to comply with The Miller Act bond requirement and NHRS 447:16. A **Payment Bond**, with a surety satisfactory for **protection of all persons supplying labor and material in carrying out work provided for in the contract**. Amount of **payment bond will equal total amount payable by terms of contract** unless officer awarding contract determines, in writing supported by specific finds, that a payment bond in that amount is impractical, in which case contracting officer will set amount of payment bond. Amount of bond will not be less than total amount of contract. A payment bond is required for contract valued \$35,000 – 99,999 Dollars. A **Performance Bond** is required for contracts totaling \$100,000 Dollars or more.

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 Encore Holdings LLC a(n) Rhode Island limited liability company registered to do business in New Hampshire on May 15, 2014. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of May, A.D. 2014

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

William M. Gardner
Secretary of State

ENCORE HOLDINGS, LLC, DBA ENCORE FIRE PROTECTION
84 LINCOLN STREET
BRIGHTON, MA, 02135

I, Chris Johnson, hereby certify that I am a MEMBER of ENCORE HOLDINGS, LLC, DBA ENCORE FIRE PROTECTION, a limited liability company under RSA 304-C. I, Chris Johnson, certify that I am Vice President + of ENCORE HOLDINGS, LLC, DBA ENCORE FIRE PROTECTION. I certify that I am authorized to bind the LLC. 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 they have full authority to bind the LLC.

DATED: 11/25/14

ATTEST: [Signature] V.P.
Name Title

[Signature] 10/19/17
Signature of Notary Public/Justice of Peace ANDREA L. FRAM

[Seal]

ANDREA L. FRAM
Name & Title of Notary Public/Justice of Peace and Commission Expires 10/19/17

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 USI Insurance Services LLC C/L 5700 Post Road P.O. Box 1158 East Greenwich, RI 02818	CONTACT NAME: PHONE (A/C, No, Ext): 401 885-5700 FAX (A/C, No): 877 484-4772 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Encore Holdings, LLC dba Encore Fire Protection 70 Bacon Street Pawtucket, RI 02860	INSURER A : AmTrust Internation Underwriter NAIC # A57399	
	INSURER B : Crum & Forster	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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			PAL104429600	09/30/2013	09/30/2014	EACH OCCURRENCE	\$1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	
	<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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000	
								PRODUCTS - COMP/OP AGG	\$2,000,000
									\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
								\$	
								\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		5811021981	09/30/2013	09/30/2014	EACH OCCURRENCE	\$5,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$10,000,000	
								\$	
							WC STATU-TORY LIMITS	OTHER	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. EACH ACCIDENT	\$	
							E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

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

CERTIFICATE HOLDER NH Employment Security 45 South Fruit Street 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 

NHES Ansul Inergen Fire Suppression Systems Project

BID OPENING 04/04/14 2:00 PM

3 RFPs Distributed: 0 Internet, 2 Newspaper, 1 NHES Database Responses. Bids Submitted: 3

Vendor Bid Ascertained Via	Vendor Information	Remove/Reinstall	Labor	Inspections	Bid Submission Materials Mark-up
Encore Fire Protection Bud Forrest Newspaper	84 Lincoln Street, Brighton, MA, 02135 bforrest@firesuppression.com 800-966-0000	\$8,800	\$88	\$1,398	10% OT: Weekends & Holidays = \$132 & \$176 inspections cost: yr 1 = \$1,344, yr 2 = \$1,370, yr. 3 = \$1,398
Fire Equipment, Inc. Kevin Regan Newspaper	20 Hall Street, Medford, MA, 02155 kregan@firefire.com 888-296-1381	\$11,169	\$95	\$1,520	18% OT: Weekends & Holidays = \$142.50 & \$190 per hour inspections cost: yr 1 = \$1,520, yr 2 = \$1,520, yr. 3 = \$1,520
Interstate Fire Protection Peter Tweedie NHES Database	PO Box 1005, N. Conway, NH, 03860 ptweedie@interstatefire.com 603-356-2407	\$16,415	\$95	\$1,500	35% OT: Weekends & Holidays = \$142.50 & \$142.50 per hour inspections cost: yr 1 = \$1,500, yr 2 = \$1,500, yr. 3 = \$1,500

Newspapers: NH Union Leader

Internet: Const Smry, McGraw-Hill, My Public Notices, Charter.net, NH PTAP, Works In Progress, Dodge Reports, mybidmatch.com