

JOINT BOARD OF LICENSURE AND CERTIFICATION  
STATE OF NEW HAMPSHIRE

32 [Signature]

57 Regional Drive  
Concord, N.H. 03301-8518

Telephone 603-271-2219 • Fax 603-271-6990

Professional Engineers  
Architects  
Land Surveyors  
Professional Geologists  
Foresters  
Real Estate Appraisers  
Manufactured Housing Installers

Louise Lavertu • Executive Director

Electricians  
Natural Scientists  
Landscape Architects  
Court Reporters  
Home Inspectors  
Accountancy  
Manufactured Housing



September 27, 2013

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

*Sole Source*

**REQUESTED ACTION**

Authority is requested for the New Hampshire Joint Board of Licensure and Certification to enter into a **sole source** contract with Systematics (Vendor Code 161684), Westborough, Massachusetts 01581, to break down and relocate 3 mobile file systems to the Anna Philbrook Center and install new floor and tile for the mobile systems in the amount of \$10,475.00. Effective upon Governor and Council approval through December 31, 2013. 100% general funds.

Funding is available in the FY 2014 operating budget as follows:

**01-31-31-310010-2250 JOINT BOARD OF LICENSURE & CERT**

<b>0202 – 509202 RELOCATION EXPENSES</b>	<b><u>FY 2014</u></b>
	<b>10,475.00</b>

**EXPLANATION**

The Joint Board hereby submits a **sole source** agreement between the State of New Hampshire, Joint Board of Licensure and Certification and Systematics for break down, modification and relocation of the Joint Board's mobile file system to the Anna Philbrook Center. The file system relocation is required in order for the Joint Board to relocate from private rental space to a State owned facility. Office space at the Anna Philbrook Center has been refurbished to accommodate the Joint Board; with relocation expected to occur in November 2013. The mobile file system holds the majority of the Joint Boards' 35,000 licensee files. This **sole source** contract is required because the Joint Board's mobile file system is a Systematics product that was purchased from and installed by Systematics. Systematics is the only vendor that has the expertise with the mobile file system required to reconfigure and relocate the mobile file system to fit in the space allocated at the Anna Philbrook Center. Thank you for your consideration of this request.

Respectfully submitted,

*Louise Lavertu*  
Louise Lavertu  
Executive Director

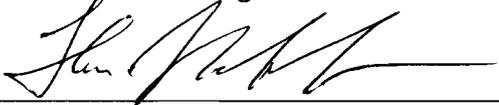
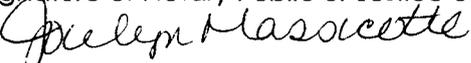
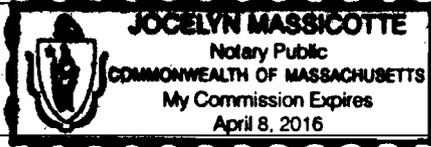
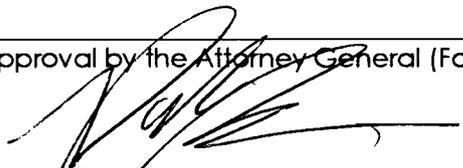
Subject: Relocation of Joint Board file system

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Joint Board of Licensure and Certification		1.2 State Agency Address 57 Regional Drive Concord, NH 03301	
1.3 Contractor Name Systematics		1.4 Contractor Address 9 Otis Street Westborough, MA 01581-3312	
1.5 Contractor Phone Number 800-229-8393	1.6 Account Number	1.7 Completion Date 12/31/13	1.8 Price Limitation 10,475.00
1.9 Contracting Officer for State Agency  Louise Lavertu, Executive Director		1.10 State Agency Telephone Number  603-271-2219	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Thomas J. Schaefer President	
1.13 Acknowledgement: State of MA, County of Worcester  On <u>September 12, 2013</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>Jocelyn Massicotte</u> <u>Notary</u> <u>Commission expires April 8, 2016</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Louise Lavertu, Executive Director	
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>9/26/13</u>			
1.18 Approval by the Governor and Executive Council  By: _____ On: _____			

**RECEIVED**

SEP 13 2013

STATE OF NH  
JOINT BOARD

**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 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

### PURPOSE

Systematics (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire, Joint Board of Licensure and Certification, with Relocation of the Joint Board File System Services for The Joint Board of Licensure and Certification as described herein.

### TERM

This contract shall commence upon the approval of Governor and Executive Council through December 31, 2013.

The State of New Hampshire shall have the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

### SCOPE OF WORK

Relocation of two file systems in Anna Philbrook Building room B111

Relocation of one file systems in Anna Philbrook Building room B109

Disposal of left over M/A going into room B109 – (3) 11'Lx2'W carriages, (1) 11'Lx1'W platform, (1) 12'Lx1'W platform, (3) handles, floor and rail.

Floor for room B111 – ¾" ULC PTS CX FIR=¾" Underlayment Grade Square Edge Fir Plywood. Supported and leveled by 5/16"-18 3/8" Steel/Zinc TNUTS using 5/16"-18x1.0", 1.25", 1.50" Steel/Zinc Slotted Set Screws. Plywood is Hammer Drilled to floor and anchored using 1" Conical Anchors and #10x2.5" Steel/Zinc Sheet Metal Screws. The existing rails will be relocated to the new building.

Tile – Tarkett Expressions #1314 White/Gray, 12"x12"x1/8", ASTM F-1066-99=Class 2, ASTM E 662=<450, ASTM E 648=Class 1>0.45 CRF, ASTM F 970=125 psi, ASTM D 2047=>.05 COF.

Tile Labor

### Damage

- A. The Contractor will agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work.
- B. The 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 their expense.

### Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transactions

The Contractor certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department, or State of New Hampshire Agency.

### Confidentiality & Criminal Record

If Applicable, by the using agency, the Contractor and their employees and Sub-Contractors will be required to sign and submit a CONFIDENTIAL NATURE OF DEPARTMENT RECORDS FORM, and a CRIMINAL

AUTHORIZATION RECORDS FORM. Forms to be provided by the using agency, prior to any work being done.

**Insurance**

The Contractor shall furnish a Certificate of Insurance as evidence of the existence of 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 incident. The Contractor also agrees to maintain workers' compensation and employer's liability insurance for all employees of the contractor engaged in the performance of the agreement.

Certificate of insurance amounts must be met as per the P-37, section 14.2 and the holder is identified not simply "state of NH" but the agency, agency contact person or successor as noted in 1.9 of the P-37 with the full address listed and certificate identifies that the insurance cannot be cancelled until the State receives 10 day prior written notice.

**CONFIDENTIALITY & CRIMINAL RECORD**

If applicable by the using agency, the Contractor and their employees will be required to sign and submit a **CONFIDENTIAL NATURE OF DEPARTMENT RECORDS FORM**, and a **CRIMINAL AUTHORIZATION RECORDS FORM**. Forms to be provided by the using agency, if applicable, prior to any work being done.

## EXHIBIT B

### CONTRACT PRICE

The Contractor hereby agrees to provide break down of 3 mobile file systems and relocation of the Joint Board file systems including two systems into room B111 and one system into room B109; installation of new floor and Tarket Expressions White/gray tile in room B111, disposal of left over M/A, floor for room B111, services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed price of \$10,475.00; this figure shall not be considered a guaranteed or minimum figure, however it shall be considered a maximum figure from the effective date of through the expiration date set as December 31, 2013.

### PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

State will request quotations by providing a SOW describing the services required and the applicable technical qualifications. Contractor must return quotes within three (3) business days. The quoted hourly rates shall not exceed the rates established under this contract. The SOW shall be issued to all Contractors under this contract for a quote. The project engagement will be based upon the lowest cost qualified quote.

10,475.00

### INVOICE

Itemized invoices shall be submitted after the completion of job/services and shall include: a brief description of the work done along with the location of work, to the individual agency.

Contractor shall be paid within 30 days after receipt of properly documented invoice and **acceptance of the work to the state satisfaction.**

The invoice shall be sent to the address of the using agency under agreement.



# 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 Systematics Asset Management is a New Hampshire trade name registered on September 25, 2013 and that National Office Systems New England, Inc. presently own(s) this trade name. 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 25<sup>th</sup> day of September, A.D. 2013

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

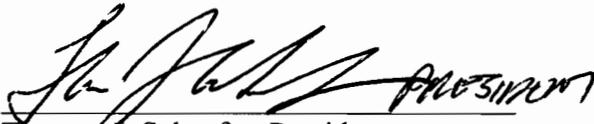
William M. Gardner  
Secretary of State



September 20, 2013

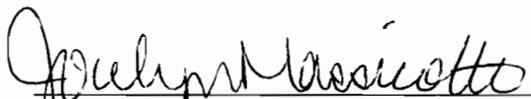
**CERTIFICATE OF AUTHORITY**

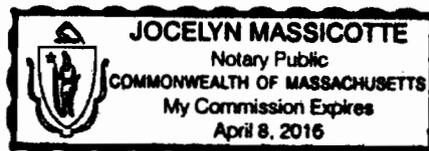
I, Thomas J. Schaefer, certify that I am authorized to execute and sign all contracts and paperwork on behalf of SYSTEMATICS including the contract for the State of New Hampshire Joint Board relocation to 121 South Fruit Street, Concord, NH 03301.

  
Thomas J. Schaefer, President

NOTARY STATEMENT: As Notary Public registered in the State of Massachusetts, the County of Worcester, upon this date of September 20, 2013 the above named Thomas J. Schaefer appeared before me and acknowledged the above CERTIFICATE OF AUTHORITY.

In witness whereof I hereunto set my hand and official seal.

  
Jocelyn Massicotte  
Commission Expires: April 8, 2016



**RECEIVED**

SEP 25 2013

STATE OF NH  
JOINT BOARD