

MAY 20 19 AM 9:27 DAS  
**ADMINISTRATIVE OFFICE**  
 45 SOUTH FRUIT STREET  
 CONCORD, NH 03301-4857



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

May 17, 2019

His Excellency, Governor Christopher T. Sununu  
 and the Honorable Council  
 State House  
 Concord, NH 03301

**REQUESTED ACTION**

To authorize New Hampshire Employment Security (NHES) to enter into an agreement with Integrated Office Solutions, Concord, NH in the amount not to exceed \$39,000 for full service maintenance coverage of thirty-seven (37) multi-functional devices (printer/copier/fax/scanner) from July 1, 2019 or the date of Governor and Council approval, whichever is later, through June 30, 2022. 100% Federal funds.

Federal funding is anticipated to be available in State FY2020 forward upon the continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

		<u>STATE FISCAL YEAR</u>		
		<u>2020</u>	<u>2021</u>	<u>2022</u>
02-27-27-270010-8040	DEPT OF EMPLOYMENT SECURITY			
10-02700-80400000-024-500225	Contract Repairs, Equipment	\$13,000.00	\$13,000.00	\$13,000.00

**EXPLANATION**

NHES is requesting approval of the attached agreement for full service maintenance coverage of thirty-seven (37) multi-functional devices. The contract total of \$39,000 is for a three-year period (\$13,000 per year) beginning July 1, 2019 or upon Governor and Council approval, whichever is later, through June 30, 2022.

A competitive bid process was undertaken for full service maintenance of thirty-seven (37) multi-functional devices at NHES's offices statewide. A "Request For Bid" (RFB) was simultaneously posted to two (2) state websites. Three (3) vendors submitted bids for full service maintenance on the thirty-seven (37) multi-functional devices. A review of the submitted bids resulted in the selection of the lowest responding bidder for the selected products. An RFB list with bid responses is attached.

Respectfully submitted,

George N. Copadis  
 Commissioner

Attachments  
 GNC/jdr

<b>NEW HAMPSHIRE DEPARTMENT OF EMPLOYMENT SECURITY</b>			
Request For Bid (RFB) NHES 2019-03B			
Full Service Maintenance Agreement for thirty-seven (37) Multi-Functional Devices			
Bid Opening 04/16/2019 @ 8:00 am			
		37 Kyocera MFDs (16PPM-42PPM)	
RANK	VENDOR NAME	Quarterly Base Charge 400,000 Clicks (combined)	Per Click Rate
1	Integrated Office Solutions	\$ 2,500.00	\$ 0.00625
2	Electronic Risks Consultants	\$ 5,600.00	\$ 0.01400
3	Dynamic Advantage	\$ 9,280.00	\$ 0.02320
	3 Bids Submitted		
	NHES simultaneously posted the RFB to two (2) state websites.		

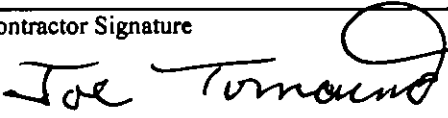
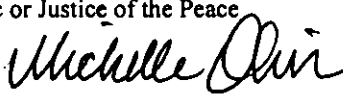
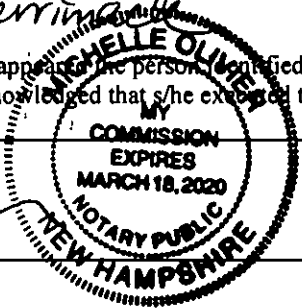
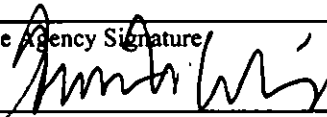
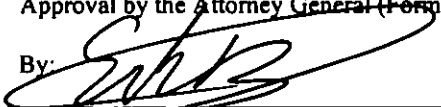
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Employment Security		1.2 State Agency Address 45 South Fruit Street, Concord, NH 03301	
1.3 Contractor Name Integrated Office Solutions		1.4 Contractor Address 126 Hall Street, Suite J, Concord, NH 03301	
1.5 Contractor Phone Number (603) 224-3635	1.6 Account Number 10-027-8040-024-500225	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$39,000.00
1.9 Contracting Officer for State Agency George N. Copadis		1.10 State Agency Telephone Number (603) 228-4000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Joe Tomaino, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>4/26/19</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]			
			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory George N. Copadis, Commissioner	
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) (if applicable) By:  On: <u>5/17/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials J.T.  
Date 4-26-19

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**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

### 1 SCOPE OF SERVICES

#### 1.1 OVERVIEW

Services will be provided as described in the Contractor's Bid Proposal submitted in response to RFP # NHES 2019-03B for full service maintenance of thirty-seven (37) multi-functional devices (MFD) and as further described in this Agreement. The Contractor's Bid Proposal is hereby incorporated by reference into this Agreement.

This section identifies specific services, products, materials, labor, tools, equipment and/or transportation necessary to provide all phases of full service maintenance of the following thirty-seven (37) MFDs at various NH Employment Security (NHES) locations listed below. MFDs may be move to different NHES locations within state during this contract, but will always remain in New Hampshire.

Location	Model	Serial #
Berlin	Kyocera Mita 2560	QAS0908888
Berlin	Kyocera Mita 420i F/P	QWG0806854
Claremont	Kyocera Mita 2560	QAS0908887
Claremont	Kyocera Mita 420i F/P	QWG0806881
Colebrook	Kyocera Mita 1650 F/P	AGK3111342
Concord	Kyocera Mita 1650 F/P	AGK3111340
Concord	Kyocera Mita 420i F/P	QWG0X08412
Concord	Kyocera Mita 420i F/P	QWG0X08405
Concord	Kyocera Mita 2050	AGJ3117310
Concord	Kyocera Mita 2050 F/P	AGH3081152
Concord	Kyocera Mita 1650 F/P	AGK3081297
Concord	Kyocera Mita 2050	AGJ3130009
Concord	Kyocera Mita 1650 F/P	AGK3077410
Concord	Kyocera Mita 2560/P	QAS0908889
Concord	Kyocera Mita 2560/F	QAS0908897
Concord	Kyocera Mita 420i F/P	QWG0806818
Concord	Kyocera Mita 420i F/P	QWG0X08283
Concord	Kyocera Mita 420i F/P	QWG0X08443
Concord	Kyocera Mita 420i F/P	QWG0X08451
Concord	Kyocera Mita 3510i	LH36302121
Concord	Kyocera Mita 3510i	LH36302122
Conway	Kyocera Mita 420i F/P	QWG0Y09128
Conway	Kyocera Mita 2560	QAS0908885
Keene	Kyocera Mita 2560/P	QAS0708323
Laconia	Kyocera Mita 2560/P	QAS0908896
Laconia	Kyocera Mita 420i F/P	QWG0806865
Littleton	Kyocera Mita 2560/P	QAS0908892
Manchester	Kyocera Mita 2560	QAS0608113

Location	Model	Serial #
Manchester	Kyocera Mita 3010i	LNT4X01042
Nashua	Kyocera Mita 2560	QAS0608112
Nashua	Kyocera Mita 420i F/P	QWG0806863
Portsmouth	Kyocera Mita 2560	QAS0908875
Portsmouth	Kyocera Mita 420i F/P	QWG0806851
Salem	Kyocera Mita 420i F/P	QWG0806846
Salem	Kyocera Mita 2560	QAS0908886
Somersworth	Kyocera Mita 2560/P	QAS0908884
Somersworth	Kyocera Mita 420i F/P	QWG0806813

## 1.2 MINIMUM FUNCTIONAL REQUIREMENTS OF THE SERVICE

Services to be provided by Contractor under this full service maintenance agreement shall include: 8:00 A.M to 4:00 P.M five (5) days a week Monday-Friday onsite service when requested by the agency. There is to be no limit on the number of service calls placed by Employment Security

Contractor must provide certified, trained Kyocera Mita technicians to provide service.

Technicians are required to contact service location within one hour, to provide an estimated time of arrival. Such time should not be greater than 4 hours.

All maintenance, supplies, toner, parts and labor are to be included in the quarterly base charge and overages of the full service maintenance agreement (excluding staples)

Contractor must have web site or e-mail system for ordering toner\* and placing service calls  
*\*All supplies must be genuine Kyocera supplies and FOB Destination.*

Contractor must have web site or e-mail system for meter read reporting for the submission of quarterly meter reads. Meter reads will be submitted at the last week of the month on the months of September, December, March, and June. No other time frame will be accepted.

Contractor may not be allowed to charge for parts or labor that may need immediate replacement, due to lack of service from the previous vender

This is a full service maintenance agreement. The State of New Hampshire shall not pay or be responsible to pay for any mileage or travel time for any services requested or performed.

Contractor may be required to move equipment to different locations within the state of New Hampshire. Such moves will be billable by Contractor at the prevailing rates.

The Contractor agrees to provide NHES the services indicated above at prices quoted in the RFB and incorporated in Exhibit B of this Agreement. Services will be provided in a professional manner, in accordance with the specifications listed above.

Should NHES replace or retire listed equipment, the Contractor will be notified in writing. Full service maintenance for replaced or retired equipment will be cease within fourteen (14) working



days of written notification to the Contractor. After such time, NHES will not be responsible for any full service maintenance charges for replaced or retired equipment.

### 1.3 SAFETY

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 its expense wherever necessary or required, furnish safety devices and take necessary precautions to protect life and property.

Work performed will be compliant with existing State and Federal safety regulations and standards including, but not limited to, OSHA and U.S. Department of Labor regulations, to ensure safety of the Contractor's workers, NH Employment Security staff and the general public.

## EXHIBIT B

### 2 PRICE TERMS

#### 2.1 PRICING IN ACCORDANCE WITH BID PROPOSAL

The Contractor agrees to provide NHES with services as indicated in **Exhibit A** of this Agreement at prices quoted in the Bid Proposal and as shown below. The Contract is for a term beginning upon execution or July 1, 2019, whichever is later, and continuing through June 30, 2022. Any request for service through the end of that term is covered in accordance with the terms set forth herein.

Description	Quarterly Click Count	Per Click Cost	Quarterly Cost	Annual Click Count	Annual Cost
<b>37 Kyocera MFDs (16PPM-42PPM)</b>					
Maintenance Base Charge	400,000	\$0.00625	\$2,500.00	1,600,000	\$10,000.00
Overage Allowance	120,000	\$0.00625	\$750.00	480,000	\$3,000.00
Annual Contract Total					\$13,000.00
Contract Total Not To Exceed					\$39,000.00

Contractor shall invoice quarterly for the 400,000 base clicks and overages. No minimum amount of clicks may be charged to individual machines. Overages rate can be no greater than base rate.

#### 2.2 INVOICES

Contractor will invoice NH Employment Security on a monthly basis. Invoice must include a **brief description of work done and location of work**. NHES will make payment through normal state payment process that is up to 30 days following receipt of approved invoice.

Invoices will be sent to:

NH Department of Employment Security  
ATTN: Fiscal Management Section  
45 South Fruit Street  
Concord, NH 03301

## EXHIBIT C

### 3 ADDITIONAL PROVISIONS

#### 3.1 TERMS & EXTENSION

The agreement will begin July 1, 2019 or upon approval by the Governor and Council, whichever is later, and conclude three years from that date unless terminated sooner as provided for in applicable contract documents.

#### 3.2 CONTRACT DOCUMENTS

Standard terms and conditions are set forth in the Standard State Contract form, P-37. In the case of any conflict in terms between Exhibit C and the P-37, the provisions of the P-37 form will control.

#### 3.3 TERMINATION FOR CONVENIENCE

If Contractor fails to perform services as required; this agreement may be terminated as provided in the P-37 contract form. Either party may terminate this agreement for convenience at any time prior to effective date of termination by giving thirty (30) days advance written notice of intent to terminate to the other party.

#### 3.4 CONFIDENTIALITY, CRIMINAL RECORD & NH CERTIFICATE OF GOOD STANDING

Contractor and each of its employees working on NHES property will be required to sign and submit a **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM (DES 1726)** and a **CRIMINAL RECORD AUTHORIZATION FORM (Form No. DES 2135)** prior to the start of any work under this Agreement. There is a fee for each background check required, which must be paid by the Contractor.

#### 3.5 DAMAGE

Contractor agrees that any damage to building(s), materials, equipment or other property during performance of its services will be repaired at its expense. Contractor agrees to return all buildings, materials, equipment or property affected by the Contractor's work to their original condition or better. Contractor agrees to obtain approval of NH Employment Security representative assigned to project for any sub-contractor performing such repair work.

#### 3.6 DEBARMENT AND SUSPENSION

Contractor certifies that the 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 State agency. Contractor will inform NH Employment Security of any changes in the status regarding this statement.

**3.7 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (IF APPLICABLE)**

Contractor agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**3.8 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (IF APPLICABLE)**

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**3.9 BYRD ANTI-LOBBYING AMENDMENT (IF APPLICABLE)**

For contracts in excess of \$100,000, the Contractor certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award/contract.

**3.10 DAVIS-BACON ACT (IF APPLICABLE)**

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. Under these Acts, contractors and subcontractors must pay laborers and mechanics prevailing wages and fringe benefits for corresponding work on similar projects in the area as determined by the Department of Labor. When there is no Davis-Bacon assignation, applicable Wage Determination is realized by using the lowest skilled craft above laborer, excluding power equipment rate.

**3.11 CONTRACT WORK HOURS AND SAETY STANDARDS ACT (IF APPLICABLE)**

For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

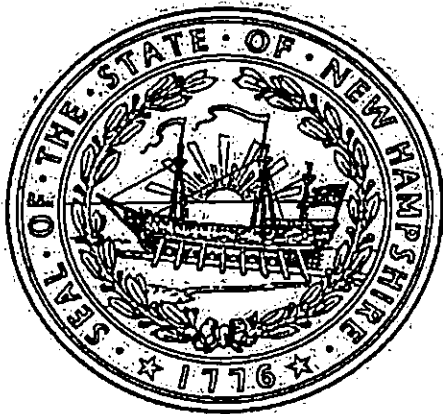
**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that INTEGRATED OFFICE SOLUTIONS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on February 11, 1997. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 266187

Certificate Number: 0004384632



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 January A.D. 2019.

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

William M. Gardner  
Secretary of State

Integrated Office Solutions, Inc.  
Special Meeting of the Board of Directors

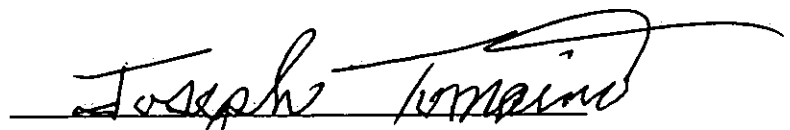
A Special Meeting of the Board of Directors was held on April 26, 2019:

**VOTED:** Joseph Tomaino, President of Integrated Office Solutions, is hereby authorized to execute, submit, deliver and amend, on behalf of Integrated Office Solutions any and all documents or contracts or addendums in connection with the Full Service Maintenance Agreement with New Hampshire Employment Security.

**Further**


**Voted:** The Intended Effective Dates of this authorization is April 26, 2019 through June 30, 2023.

No further action is taken by the Board of Directors.

  
\_\_\_\_\_  
Joseph Tomaino, Director

  
\_\_\_\_\_  
Lee Tomaino, Director

The foregoing Special Meeting of the Board of Directors has been received and filed with the corporate records of INTEGRATED OFFICE SOLUTIONS, INC.

  
\_\_\_\_\_  
Stephen R. Goldman, Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/11/2019

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 have ADDITIONAL INSURED provisions or 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).

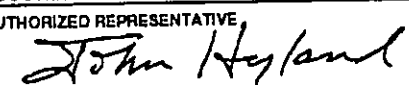
PRODUCER Chris Lupoli	CONTACT NAME: Sentry Customer Service
	PHONE (A/C. No. Ext): 800-473-8878
	FAX (A/C. No.): 800-514-7191
	EMAIL ADDRESS: businessproducts_direct@sentry.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Sentry Insurance a Mutual Company
	INSURER B: Sentry Select Insurance Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES      CERTIFICATE NUMBER: 1007017      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	<input checked="" type="checkbox"/> BUSINESSOWNERS LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			4488056001	03/20/2019	03/20/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 8,000,000 PRODUCTS - COMP/OP AGG \$ 8,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4488056004	03/20/2019	03/20/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			4488056002	03/20/2019	03/20/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4488056003	03/20/2019	03/20/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b> New Hampshire Employment Security Attn: Jill Revels 45 S Fruit St Concord, NH 03301-2410	<b>CANCELLATION</b> 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 
--------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



AGENCY CUSTOMER ID: XXXXXX0485

LOC #: \_\_\_\_\_

Page 2 of 2

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Chris Lupol		NAMED INSURED Integrated Office Solutions Inc	
POLICY NUMBER 4488056001			
CARRIER Sentry Insurance a Mutual Company	NAIC CODE 24988	EFFECTIVE DATE: 03/20/2018	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Empty area for additional remarks.