



**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 Compu-Call, Inc. d/b/a Compu-Print, Inc. (VC 170179), North Attleboro, MA in the amount not to exceed \$167,148.00 for full service maintenance coverage of one InfoPrint MT2708 printer and one InfoPrint MT2790 printer from the from the date of Governor and Council approval or July 1, 2014, whichever is later, 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 2015 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 2015	SFY 2016
10 - 02700 - 80400000 - 024 - 500231	Computer Maint.	\$ 55,716.00	\$ 55,716.00	\$ 55,716.00
	Non-Desktop			

Vendor Code: 170179 Compu-Call, Inc. d/b/a Compu-Print

RQ#: TBD

EXPLANATION

NHES is requesting approval of the attached agreement for full service maintenance coverage of one InfoPrint MT2708 printer and one InfoPrint MT2790 printer. These printers produce important notices to claimants as well as employers. The contract total of \$168,148.00 is for the period from the date of Governor and Council approval or July 1, 2014, whichever is later, through June 30, 2017.

A competitive bid process was undertaken for full service InfoPrint printer maintenance at NHES's Concord administrative office. An advertisement was placed in the Union Leader and various other online publications. A "Request For Proposal" (RFP) was sent to one (1) vendor. The vendor subsequently submitted a successful bid for InfoPrint printer maintenance. An RFP list with the bid response is attached.

Sincerely,

George N. Copadis
Commissioner

Attachments
GNC/jdr

Subject:

Computer Room Printers Maintenance: 2708, 2790

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 Compu-Call, Inc. dba Compu-Print VC #170179 B001		1.4 Contractor Address 252 John Dietsch Boulevard, North Attleboro, MA, 02763	
1.5 Contractor Phone Number 508-699-3406	1.6 Account Number 010-027-8040-024-0231	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$167,148.00
1.9 Contracting Officer for State Agency George N. Copadis, Commissioner		1.10 State Agency Telephone Number 603-228-4000	
1.11 Contractor Signature <i>Susan A. Quinn</i>		1.12 Name and Title of Contractor Signatory SUSAN A. QUINN PRESIDENT	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Bristol</u> On <u>4/28/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Joulien Ostro</i>			
1.13.2 Name and Title of Notary or Justice of the Peace Joulien Ostro Notary			
1.14 State Agency Signature <i>George N. Copadis</i>		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) By: _____ On: <u>5/20/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

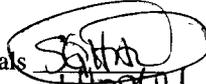
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event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

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

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

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

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

Contractor Initials 
Date 4/28/14

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

Contractor Initials GMA
Date 11/28/14

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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

EXHIBIT A

SCOPE

Work consists of all labor, tools, equipment, materials and transportation necessary to provide New Hampshire Employment Security full service and maintenance, including usage, for two (2) InfoPrint printers: MT 2708-PO3, and MT 2790.

SPECIFICATIONS

Contractor will provide 24 hour/7 day service, known as 24/7. There is no limit on number of service calls placed by NH Employment Security.

1. Contractor technicians must be InfoPrint certified and trained to service NHES printers.
2. 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.
3. All maintenance, supplies, parts and labor, and all consumables, excluding paper and staples, are included in annual base charge. Overages will be billed quarterly.
 - A. Toner must be FOB Destination.
 - B. All parts must be from original equipment manufacturer (OEM) and FOB Destination.
4. Contractor will not charge for parts needing immediate replacement resultant from lack of service from previous vendor.
5. This is a full service maintenance agreement. New Hampshire Employment Security will not pay mileage or travel time for any services requested or performed.

GENERAL

Contract is for thirty-six (36) months, starting 12:01 AM July 1, 2014, and running through 11:59 PM June 30th, 2017. Service requests within this time period, even up to the last minute, are covered in accord with terms described herein.

Contract may be renewed for one additional term of two years by written mutual agreement between New Hampshire Department of Administrative Services Commissioner and contracted vendor. Any such contract extension will be subject to New Hampshire Governor and Council approval.

If NH Employment Security should decide to replace or retire listed equipment within contract period, full service maintenance contract will be canceled within 14 working days of written notification to vendor. After such time, New Hampshire Employment Security will no longer be responsible for any full service maintenance charges.

VENDOR QUALIFICATIONS

Contractor must provide trained, certified InfoPrint technicians to service printers. NHES may require Contractor remove from worksite any employee deemed objectionable for any reason.

SAFETY ISSUES and COMPLIANCE REQUIREMENTS

Safety and protection of Contractor, NH Employment Security personnel, the public, and property is of utmost concern. All work will interfere as little as possible with NH Employment Security business. Contractor will at his own expense, wherever necessary or required, furnish safety devices and take all precautions necessary to protect life and property. Contractor will be responsible for obtaining all materials, permits, and approvals required for this project.

- Work will be performed professionally and in a manner compliant with all existing city, state and federal safety laws, rules, regulations and standards including but not limited to OSHA and U.S. Department of Labor to ensure safety of workers, NH Employment Security staff and the general public.
- Damages to NH Employment Security property or adjacent property will be the responsibility of Contractor. Contractor will repair all damages at no cost to NH Employment Security.
- Rubbish and debris will be promptly removed from premises as it occurs. All materials will be properly disposed of off-site in strict accordance with all applicable laws, rules, regulations and ordinances.

EXHIBIT B

INVOICE

Contractor agrees to provide NH Employment Security with services indicated in Exhibit A and in bid specifications for InfoPrint Full Service Maintenance Contract according to accepted bid at prices shown below.

Contractor agrees to perform services in a professional manner and in accordance with specifications.

<u>Printer</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
2708, Serial #0000C0002	Maintenance Fee	\$ 1,794	\$ 1,794	\$ 1,794
REPRODUCTION COSTS	.0081 Click Charge	\$ 25,000	\$ 25,000	\$ 25,000
2790, Serial #0110205	Maintenance Fee	\$ 8,922	\$ 8,922	\$ 8,922
REPRODUCTION COSTS	.006 Click Charge	\$ 20,000	\$ 20,000	\$ 20,000
TOTAL		\$ 55,716	\$ 55,716	\$ 55,716
	TOTAL MAINTENANCE COSTS		\$ 32,148.00	
	TOTAL DESIGNATED CLICK FEES		\$135,000.00	
	TOTAL CONTRACT NOT TO EXCEED		\$167,148.00	

Contractor will invoice NH Employment Security for base rate and all consumables except paper and staples annually. Overages will be billed quarterly. Invoices will include:

- A. Model type and Serial # of printer.
- B. Date work was done or service was provided and location of job.
- C. Brief description of work done or service provided.

Payment will be made through normal State payment process following delivery of services and acceptance by NH Employment Security.

Invoices will be sent to:

**Helen A. Dinsmore
NH Employment Security
45 South Fruit Street
Concord NH 03301-4857**

EXHIBIT C

TERM & EXTENSION

This agreement will be for a term beginning upon Governor and Council approval or July 1, 2014, whichever date is later, and terminating at 11:59 PM June 30, 2017.

TERMINATION

If Contractor fails to perform services as required, 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. The party requesting termination must give the other party written notice, by certified mail, to so terminate at least thirty (30) days prior to effective date of termination.

CONFIDENTIALITY, CRIMINAL RECORD & NH CERTIFICATE OF GOOD STANDING

Contractor is required to sign and submit a **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM** (DES 1726), and a **CRIMINAL RECORDS FORM** (DES 2135), to be provided by NH Employment Security, if applicable, prior to any work being done. There is a \$25 fee for each check required. During the course of this agreement any personnel scheduled to enter NH Employment Security must be reported to a NH Employment Security official and a **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM** and a **CRIMINAL RECORDS FORM** submitted for processing prior to entrance to NHES. A \$5 fee is required for **Certificate of Good Standing** from NH Secretary of State.

DAMAGE

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

SUB-CONTRACTING

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

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

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

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. 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 Department of Labor. When there is no Davis Bacon assignment. Applicable Wage Determination is realized by using the lowest skilled craft above laborer, excluding power equipment rate. Prevailing Wages for this project are listed in Attachment B.

AMERICANS WITH DISABILITIES ACT

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

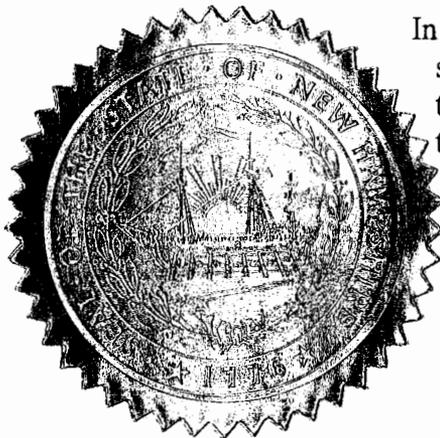
PAYMENT BOND/MILLER ACT

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 a 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 between \$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 Compu-call, Inc. doing business in New Hampshire as Compu-Print, a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on July 7, 2011. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of May, A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
COMPU-CALL, INC.

From 4/25/14 to the present SUSAN A. QUINN,
Date Printed Name of Authorizing Person - Not the person signing the contract
Susan A Quinn, PRESIDENT
Signature Title

Compu-Call, Inc. hereby authorizes PHILIP B. QUINN,
Printed Name of Person being Authorized - Person signing contract
Philip B Quinn, SECRETARY/TREASURER,
Signature Title

to execute, submit, deliver and amend, on behalf of Compu-Call, Inc. any and all documents or contracts in connection with NH Employment Printer Maintenance agreement. Intended effective dates: 4/25/14 through June 30, 2017.

Acknowledgement: State of MA, County of Bristol on

4/25/14, before the undersigned officer, personally appeared

SUSAN A. QUINN and PHILIP B. QUINN
Authorizing Person - Not person signing contract Person being Authorized - Person signing the contract

identified as PRESIDENT and SECRETARY/TREASURER
Title of Authorizing Person Title of Person being Authorized

or satisfactorily proven to be the person whose name is signed as

PRESIDENT and SECRETARY/TREASURER
Authorizing Person Person being Authorized

above, and acknowledged that she/he/they executed this document in the capacity indicated.

Joulien Osko [Seal]
Signature of Notary Public/Justice of Peace

Joulien Osko Notary 4/22/2017
Name & Title of Notary Public/Justice of Peace Commission Expires

COMPU-CALL, INC.
MEETING OF THE BOARD OF DIRECTORS
BY WRITTEN CONSENT

We, the undersigned, being all the directors Compu-Call, Inc. hereby consent in writing to the following action:

VOTED: This written consent shall take the place of the meeting of the directors and shall constitute a written waiver of notice thereof.

FURTHER

VOTED: From 4/25/14 to Present, Philip B. QUINN,
Name
Philip B. Quinn, SECRETARY/TREASURER,
Signature Title

of Compu-Call, Inc. is hereby authorized to execute, submit, deliver and amend, on behalf of Compu-Call, Inc., any and all documents or contracts in connection with NH Employment Security Printer Maintenance agreement.

Intended Effective Dates applied 4/25/14 through 6/30/17.

SUSAN A. QUINN PRESIDENT
Name (s) & Title (s) of Authorizing Person (s) - not the person signing contract

Acknowledgement: State of MA, County of Bristol on
4/25/14, before the undersigned officer, personally appeared

SUSAN A. QUINN and PHILIP B. QUINN
Authorizing Person (s) - not the person signing contract Person being Authorized - person signing contract

identified as PRESIDENT and SECRETARY/TREASURER
Title (s) of Authorizing Person (s) Title of Person being Authorized

or satisfactorily proven to be the person whose name is signed as
PRESIDENT and SECRETARY/TREASURER
Title (s) of Authorizing Person (s) Title of Person being Authorized

above, and acknowledged that she/he/they executed this document in the capacity indicated.

Joulien Ostro [Seal]
Signature of Notary Public/Justice of Peace

Joulien Ostro Notary 4/22/2017
Name & Title of Notary Public/Justice of Peace Commission Expires



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/25/2014

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

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

PRODUCER Roger Keith & Sons Insurance Agency, Inc. 1575 Main Street P.O. Box 3067 Brockton MA 02301	CONTACT NAME: Elise Fiano	
	PHONE (A/C, No, Ext): (508) 583-1106 FAX (A/C, No): (508) 583-8478 E-MAIL ADDRESS: efiano@rogerkeith.com	
INSURED Compu Call Inc. 252 John Dietsch Boulevard North Attleboro MA 02763-1024	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: CNA Insurance Companies	2186
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 2014-2015 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 <input type="checkbox"/> COMMERCIAL GENERAL 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"/> PRO-JECT <input type="checkbox"/> LOC			5082802210	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			4029387627	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$			4031185792	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4031185811	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Operations performed by the named insured. Policy limits in effect at policy inception.

CERTIFICATE HOLDER helen.a.dinsmore@nhes.nh.g 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 DONOVAN DUNN/ELISE

