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GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

June 2, 2020

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

Requested Action

Authorize the New Hampshire Department of Employment Security ("NHES") to retroactively enter into a **sole source** contract amendment ("Amendment A") with Compu-Call, Inc. (VC 170179), of Chatham, MA, increasing the contract amount by \$45,749.50 from \$9,895.90 to \$55,645.40 to extend full service and maintenance of the InfoPrint MT2708-PO3, Serial # 0000C0002 printer for an additional twelve-month period, extending the completion date from June 30, 2020 to June 30, 2021, as well as allow an additional 2.5 million "clicks" in the existing contract, set to expire on June 30, 2020.

The original contract was approved by the Office of the Attorney General on May 17, 2019, as the price limitation fell below the standard amount required for Governor and Council approval.

Federal funds available for these services will be expended as follows, contingent upon availability and continued appropriations for fiscal years 2020 forward with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

		<u>SFY 2020</u>	<u>SFY 2021</u>
02-27-27-270010-80400000	DEPT OF EMPLOYMENT SECURITY		
024-500231	Contract Repairs, Office Equipment	\$26,700.00	\$19,049.50

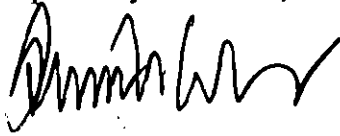
Explanation

NHES is requesting approval of the attached sole source contract amendment (Amendment A) to extend maintenance and support of the InfoPrint MT2708-PO3, Serial # 0000C0002 printer. The existing contract, set to expire on June 30, 2020, allowed for 730,000 "clicks." However, a surge in printing needs resulting from the COVID-19 crisis have resulted in NHES's need for an increase

in the number of allowable "clicks" in the current term. NHES predicts that an additional 2.5 million "clicks" will be needed prior to June 30, 2020, and thus, requests approval to amend the existing contract to allow for those additional funds. Additionally, although NHES is currently seeking an updated printer, NHES estimates that any newly purchased printer would not be available for use prior to June 30, 2020, and thus, an extension of the contract for up to twelve (12) months is also requested.

It is important to maintain consistency of maintenance and support while NHES is dealing with ongoing COVID-19 issues, as well as allow NHES to continue utilizing the existing printer while seeking an updated product.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "George N. Copadis", with a stylized flourish at the end.

George N. Copadis
Commissioner

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY
COMPU-CALL, INC. CONTRACT
CONTRACT AMENDMENT A**

WHEREAS, pursuant to an Agreement approved by the Office of the New Hampshire Attorney General on May 17, 2019, hereinafter referred to as the "Agreement," Compu-Call, Inc., hereinafter referred to as "Vendor" or "Contractor," agreed to provide full service and maintenance, including usage for one (1) InfoPrint printer: MT-2708-PO3, based upon terms and conditions specified in the Agreement, and in consideration of payment of certain sums by New Hampshire Employment Security ("NHES");

WHEREAS, pursuant to Agreement P-37 Section 18, the 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;

WHEREAS, increased printing needs resulting from the COVID-19 crisis have resulted in NHES's need for additional support from the Vendor, as well as approval from the Governor and Executive Council, due to the total cost of such support;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

The General Provisions of the Agreement, including but not limited to, the P-37 Form and Exhibits A - C, are hereby amended as follows:

1. Amend Section 1.7 of the Agreement P-37 Form by extending the Completion Date from June 30, 2020 to June 30, 2021.
2. Amend Section 1.8 of the Agreement P-37 Form by changing the Price Limitation from \$9,895.00 to \$55,645.40.
3. Amend Exhibit A of the Agreement by inserting the following language under the Section titled: **GENERAL**:

Contract will allow up to an additional 2.5 million clicks through June 30, 2020. Thereafter, Contract is extended for an additional twelve (12) months starting July 1, 2020 and continuing through June 30, 2021, and shall allow for a further increase to accommodate up to an additional 1.5 million clicks.

Service requests within this time period, even up to the last minute, are covered in accordance with terms described herein.

If NHES should decide to replace or retire listed equipment within the contract period, this full service maintenance contract will be cancelled within thirty (30) days of written notification to Vendor. After such time, NHES will no longer be responsible for any full service maintenance charges and Vendor shall refund any unused amount of the maintenance fee to NHES.

4. Amend Exhibit B of the Agreement by deleting the information beneath the Section titled: **INVOICE**, and inserting the following text:

Contractor agrees to perform services in a professional manner in accordance with the terms of the contract.

Contractor agrees to provide NHES with services indicated in Exhibit A for InfoPrint Full Service Maintenance at prices shown below:

Printer: InfoPrint MT2708-PO3; Serial # 0000C0002

Annual maintenance fee
7/1/19 - 6/30/20: \$2,099:50

Per click allowance charge (@\$.01068/click) \$7,796:40

Additional per click allowance charge
(@\$.01068/click) until 6/30/2020: \$26,700:00

Annual maintenance fee
7/1/2020 - 6/30/2021: \$2,249:50

Per click allowance charge
(@\$.0112/click) 7/1/2020 - 6/30/2021: \$16,800:00

Total Contract Not to Exceed: \$55,645:40

Contractor will invoice NHES for the maintenance fee on an annual basis and for the per click charges monthly. Payment will be made through the normal State payment process following acceptance by NHES:

Invoices will be sent to:

NH Employment Security
ATTN: Accounts Payable
45 South Fruit Street
Concord, NH 03301-4857

And/or emailed to: accountspayable@nhes.nh.gov

5. Amend Exhibit C of the Agreement as further described in Table 2 below:


Table 2

Contract #2019-XXX Exhibit C	AMENDED TEXT
Section 1: Term & Extension	<p>Currently reads: The contract will begin July 1, 2019 and remain in effect until June 30, 2020, unless terminated sooner as provided for in applicable contract documents.</p> <p>Replace with: The contract will begin upon execution and remain in effect until June 30, 2021, unless terminated sooner as provided for in the applicable contract provisions.</p>

Initial all pages
Vendor Initials: *UM*

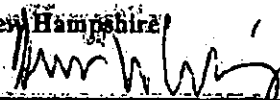
Except as provided herein, all provisions of the Agreement will remain in full force and effect. This modification will take effect upon the date of approval by Governor and Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written below:



Susan A. Quinn, President
Compu-Call, Inc.

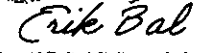
Date: 5/14/2020

State of New Hampshire


George N. Conadis, Commissioner
New Hampshire Employment Security

Date: 5/14/20

Approved by the Attorney General (Form, Substance and Execution):



State of New Hampshire, Department of Justice

Date: 5/26/2020

Governor & Council Approval:

Date: _____

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. is a Delaware Profit Corporation registered to do business in New Hampshire as COMPU-PRINT on July 07, 2011. 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: 653939

Certificate Number: 0004915183



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of May A.D. 2020.

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

William M. Gardner
Secretary of State

Certificate of Authority # 2

(Corporation, Non-Profit Corporation)

Corporate Bylaws

I, Philip Quinn hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
Compu-Call, Inc. I hereby certify the following is a true copy of the
(Name of Corporation)

current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or
Articles of Incorporation authorize the following officers or positions to bind the

Corporation for contractual obligations Susan Quinn President
(list officer titles or position)

I further certify that the following individuals currently hold the office or positions
authorized: Susan QUINN President
(list individuals holding positions authorized)

I further certify that it is understood that the State of New Hampshire will rely on this
certificate as evidence that the person listed above currently occupies the position indicated
and that they have full authority to bind the corporation. This authority shall remain valid
for thirty (30) days from the date of this certificate.

DATED: 5/15/20

ATTEST: Philip Quinn
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/15/2020

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 Roger Keith & Sons Insurance Agency 1575 Main St Brockton MA 02301		CONTACT NAME: Elise Fiano PHONE (A/C, No, Ext): (508) 583-1106 E-MAIL ADDRESS: efiano@rogerkeith.com FAX (A/C, No): (508) 583-8478	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Citizens Insurance Company of America	
		INSURER B : Allmerica Financial Benefit Insurance	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	
INSURED Compu Call Inc 202 N Skyline Drive Chatham MA 02833		NAIC # 31534 41840	

COVERAGES **CERTIFICATE NUMBER:** 2020-2021 **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	ADDSUBR (NSD) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="checked" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="checked" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		OBN-D133092-03	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROPP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="checked" type="checkbox"/> N	W2N-D133048-03	01/01/2020	01/01/2021	<input checked="checked" type="checkbox"/> PER STATUTE <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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
POLICY LIMITS IN EFFECT AT POLICY INCEPTION.
NEW HAMPSHIRE DEPARTMENT OF EMPLOYMENT SECURITY, NHES, IS AN ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY AS REQUIRED IN WRITTEN CONTRACT PER THE ATTACHED FORM 391-1008 0818. 30 DAYS NOTICE OF CANCELLATION TO NEW HAMPSHIRE DEPARTMENT OF EMPLOYMENT SECURITY.

CERTIFICATE HOLDER NEW HAMPSHIRE DEPARTMENT OF EMPLOYMENT SECURITY C/ 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 
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ORIGINAL CONTRACT

FORM NUMBER P-37 (version 5/8/15)


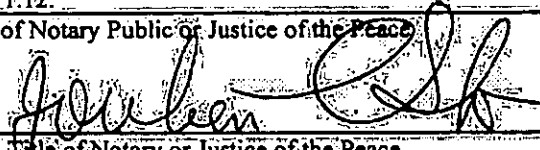


Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Compu-Call, Inc.		1.4 Contractor Address 202 N Skyline Drive Chatham MA 02633	
1.5 Contractor Phone Number 508-699-3404	1.6 Account Number 10-027-8040-024-500231	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$9,895.90
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 Susan A. Quinn, President	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Bristol</u> On <u>5th April</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 JOULIEN OSKO NOTARY PUBLIC STATE OF RHODE ISLAND	
1.14 State Agency Signature  Date: <u>5/19/19</u>		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

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

SCOPE

This contract consists of all labor, tools, equipment, materials and transportation necessary to provide New Hampshire Employment Security (NHES) full service and maintenance, including usage, for one (1) InfoPrint printer: MT 2708-PO3.

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.
 - 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 contract. NHES will not pay mileage or travel time for any services requested or performed.

GENERAL

Contract is for twelve (12) months, starting July 1, 2019 and running through June 30, 2020. Service requests within this time period, even up to the last minute, are covered in accordance with terms described herein.

If NHES 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, NHES 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, NHES personnel, the public and property is of utmost concern. All work will interfere as little as possible with NHES 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 under this contract.

- 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 US Department of Labor to ensure safety of workers, NHES personnel and the general public.
- Damages by Contractor performing under this contract to NHES property or adjacent property will be the responsibility of Contractor. Contractor will repair all damages at no cost to NHES.
- 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 NHES with services indicated in Exhibit A for InfoPrint Full Service Maintenance at prices shown below:

Contractor agrees to perform services in a professional manner in accordance with the terms of the contract.

Printer: InfoPrint MT2708-PO3 Serial # 0000C0002

Annual maintenance fee	\$2,099:50
Per click allowance charge (@ \$.01068/click)	\$7,796:40
Total Contract Not to Exceed	\$9,895:90

Contractor will invoice NHES for base rate annually and for per click charges monthly. Payment will be made through the normal State payment process following acceptance by NHES. Invoices will be sent to:

NH Employment Security
ATTN: Accounts Payable
45 South Fruit Street
Concord, NH 03301-4857

And/or emailed to: accountspayable@nhes.nh.gov

EXHIBIT C

ADDITIONAL PROVISIONS

1. TERM & EXTENSION

The contract will begin July 1, 2019 and remain in effect until June 30, 2020, unless terminated sooner as provided for in applicable contract documents.

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. CONFIDENTIALITY AND CRIMINAL RECORD

Contractor and each of its employees working on NHES property will be required to sign and submit a **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM** and a **CRIMINAL RECORD AUTHORIZATION FORM** prior to the start of any work under this Contract. There is a fee for each background check required, which must be paid by the Contractor.

4. 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.

5. INSURANCE

At the time of contract execution, the Contractor will furnish a Certificate of Insurance showing that it has Comprehensive General Liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per claim and \$2,000,000 per incident. Contractor agrees to maintain workers' compensation and employer's liability insurance for all Contractor employees engaged in the performance of the contract and provided updated certificates for such coverage as needed.

6. SUB-CONTRACTING

Contractor will not assign, subcontract or otherwise transfer any duty obligation, or written performance required by this contract without the prior written consent of NH Employment Security.

7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS IN 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 State agency. Contractor will inform NH Employment Security of any changes in the status regarding this statement.

8. VENDOR APPLICATION/ALTERNATE W-9

In connection with this Contract, the Contractor shall have completed and filed a Vendor Application and Alternate W-9 Form with the New Hampshire Bureau of Purchase and Property.

9. 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 the 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.

10. AMERICANS WITH DISABILITIES ACT

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

11. NON-DISCRIMINATION

In connection with the furnishing of services under the Contract, the Contractor agrees to comply with all laws, regulations, and orders of federal, state, county or municipal authority which impose any obligations or duties upon the Contractor, including but not limited to civil rights laws, non-discrimination laws and equal opportunity laws.

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, disability, national origin, marital status or veteran status, and will take appropriate steps to prevent such discrimination.