



ADMINISTRATIVE OFFICE
45 SOUTH FRUIT STREET
CONCORD, NH 03301-4857



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

October 25, 2017

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 ECI Systems, LLC, Salem, NH in the amount not to exceed \$126,087 for statewide alarm and access systems testing, maintenance, repairs and monitoring services from the date of Governor and Council approval or December 1, 2017, whichever is later, through November 30, 2020. 100% Federal funds.

Federal funding is available in State FY 2018 and 2019 and are anticipated to be available in FY 2020 as follows, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

Table with 5 columns: ID, DEPT OF EMPLOYMENT SECURITY, SFY 2018, SFY 2019, SFY 2020. Row 1: 10-02700-80400000-048-500226, Contract Repairs, Building & Grounds, \$45,271, \$40,408, \$40,408

EXPLANATION

NHES is requesting approval of the attached agreement for statewide alarm and access systems testing, maintenance, repairs and monitoring services. This contract will help ensure equal, effective and meaningful access to NHES programs and services. The contract total of \$126,087 is for a three-year period beginning upon Governor and Council approval or December 1, 2017, whichever is later, through November 30, 2020

A competitive bid process was undertaken for statewide alarm and access systems testing, maintenance, repairs and monitoring services. A "Request For Proposal" (RFP) was simultaneously posted to two (2) state websites and placed advertisements in a statewide newspaper. One (1) vendor submitted a proposal for statewide alarm and access systems testing, maintenance, repairs and monitoring services. The proposal was evaluated and determined to meet all of the requirements of the RFP.

In the event Federal funds become no longer available, General funds will not be requested to support this contract.

Respectfully submitted,

Handwritten signature of George N. Copadis

George N. Copadis
Commissioner

Attachments
GNC/jdr

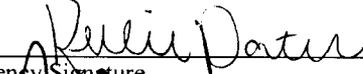
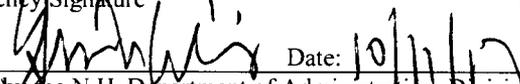
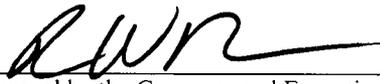
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 ECI Systems, LLC		1.4 Contractor Address 68 Stiles Road, Salem, NH 03079	
1.5 Contractor Phone Number 603-458-6503	1.6 Account Number 10-027-8040-048-500226	1.7 Completion Date November 30, 2020	1.8 Price Limitation \$126,087.00
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 Joseph Cavallaro President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>10/2/17</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]		KELLIE PORTER, Notary Public State of New Hampshire My Commission Expires August 2, 2022	
1.13.2 Name and Title of Notary or Justice of the Peace 			
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>10/24/17</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

1 SCOPE OF SERVICES

1.1 OVERVIEW

New Hampshire Employment Security (“NHES”) provides unemployment compensation and reemployment services to the public at thirteen (13) facilities located throughout New Hampshire. All are secure facilities to some degree and have alarm and access control systems. A list of detailed NHES system specifications is located in confidential Attachment A to this Agreement. A current list of NHES facility sites is located in Attachment B hereto. The NHES facilities have a variety of alarm and access control systems that require regular testing, maintenance, monitoring and/or repairs. The scope of services to be provided by ECI Systems, LLC (the “Contractor”) under this Agreement includes furnishing all labor, tools, equipment, materials and transportation necessary to provide NHES with all phases of alarm and access control systems testing, maintenance, repairs, and monitoring, as applicable, at all NHES facilities as needed. Inspections/testing will be performed twice annually at all locations unless otherwise specified. Contractor is responsible for obtaining all materials, permits and approvals required for this work.

Contractor will monitor systems for alarms/faults and will ensure the appropriate authority is notified. Contractor will also notify NHES in the event an alarm is triggered using an employee call list to be provided. Contractor will call the first person on the list and will continue calling sequentially down the list until a response is received. NHES will provide an emergency contact list defining who should be notified for each type of monitoring system. The emergency contact list will be updated periodically and supplied to the Contractor.

1.2 DELIVERABLES

Services will be provided as described in the Contractor’s Technical and Cost Proposal submitted in response to RFP # 2017-NHES-08 for Alarm & Access Systems Testing, Maintenance, Repairs, and Monitoring Services and as further described in this Agreement. The Contractor’s Proposal is hereby incorporated by reference into this Agreement.

1. Fire/Smoke Alarm Testing, Maintenance, Repairs, and Monitoring

Contractor will provide agency-wide fire/smoke alarm system testing, maintenance, repair, and monitoring services for NHES to include cleaning and testing twice annually per location as follows:

- a. Test fire alarm control panel and batteries for functionality and condition;

Contractor Initials 
Date 10/02/2017

- b. Test every initiating device tied into fire alarm system (smoke detectors [including those located in elevator shafts], pull stations, heat detectors, duct detectors, elevator shunts, door closers/holder [Laconia facility only], strobe horns, etc.);
- c. Verify all devices activate panel alarm;
- d. Upon alarm activation, verify all notification devices for functionality (horns, strobes and beacons); and
- e. Check communications of fire alarm system to appropriate fire department.

Cleaning, testing, maintenance, and monitoring, including the above-listed tasks, will be completed twice annually at all thirteen (13) NHES locations, to include potential changes to existing locations listed in Attachment B and any other property that may come under control of NHES. Contractor will provide a list of devices and whether they pass or fail inspection and/or are in need of repair or replacement, along with a quote for the cost of replacement or a labor and material quote for repair work. After NHES cost quote approval, work will be completed within thirty (30) days. In emergency situations, faxed quotes are acceptable. Damage to buildings, materials or equipment that occurs during testing of fire alarm equipment will be repaired immediately at no expense to NHES.

Sensitivity tests must be performed every five (5) years. Sensitivity tests were last performed in 2013, with the next to be performed in the contract resulting from this RFP in 2018. Contractor will test all elevator recall functions, including primary and secondary car stop locations.

2. Burglar, Panic, Water, AC Fault and DC Fault Alarm Testing, Maintenance, Repairs, and Monitoring

Contractor will provide agency-wide security system testing, monitoring, repair, and maintenance services for NHES. Service locations currently include, but may not be limited to those listed in Attachment B. Contractor will conduct weekly communication tests on each connection to include:

- a. Power supply and alarm control panel battery testing;
- b. Keypad functionality and condition;
- c. Activate all security devices (motion detectors, door contacts, panic alarms, etc.) to check functionality;
- d. Check that all alarm signals are received at Central Station; and
- e. Test arm and disarm integration with access panel.

Contractor Initials

Date


10/02/2017

3. Access Control Systems Testing, Maintenance, Repairs, and Monitoring

Contractor will provide all necessary services to maintain NHES access control systems listed in Confidential Attachment A. Contractor will supply and install proven software updates on card access system as needed and approved by NHES. Contractor will include all necessary service support agreements, license fees and any additional software upgrades.

Contractor must have necessary certifications to perform all required inspection, monitoring, repairs, and maintenance functions and be a certified dealer of any listed products. Contractor will provide agency-wide access control systems testing, maintenance, repair, and monitoring services for NHES to include testing twice annually for thirteen (13) locations (and as amended) as follows:

- a. Control panel software functionality and communication with Concord controller;
- b. Power supply and controller battery testing;
- c. Activate all card readers and test functionality;
- d. Activate lock down switches and test functionality;
- e. Check all LEDs and notification devices;
- f. Check arm and disarm integration of security systems; and
- g. Check by-pass key functionality.

1.3 SAFETY AND COMPLIANCE REQUIREMENTS

1. Safety and protection of NHES personnel and property is of utmost concern. Contractor will, whenever necessary or required, furnish safety equipment and devices and take all precautions necessary to protect health, safety and property. All work will interfere as little as possible with NHES business functions.
2. Work will be performed in compliance with all applicable State and Federal safety laws, rules, regulations and standards, including but not limited to OSHA and US Department of Labor requirements.
3. Damage to NHES property will be the responsibility of the Contractor. Contractor will repair any damage it causes to NHES property promptly at no expense to NHES.
4. Any rubbish or debris, including spent batteries or other equipment, will be promptly removed from the premises following replacement. All materials will be disposed of off-site in accordance with applicable laws, rules, regulations and ordinances.
5. Routine work under this Agreement will be performed in a timely and professional manner during normal working hours unless otherwise agreed in advance.

Contractor Initials _____
Date 10/02/2017


EXHIBIT B

2 PRICE TERMS

2.1 PRICING IN ACCORDANCE WITH PROPOSAL

The Contractor agrees to provide NHES with services as indicated in **Exhibit A** of this Agreement at prices quoted in the Proposal and as shown below. The Contract is for a term beginning December 1, 2017 or upon Governor and Council approval, whichever is later, and continuing through November 30, 2020. Any request for service through the end of that term is covered in accordance with the terms set forth herein.

<u>Location</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Total</u>
Berlin	\$ 2,556.00	\$ 2,556.00	\$ 2,556.00	\$ 7,668.00
Claremont	\$ 2,067.00	\$ 2,067.00	\$ 2,067.00	\$ 6,201.00
Concord	\$ 4,895.00	\$ 4,032.00	\$ 4,032.00	\$ 12,959.00
Conway	\$ 2,556.00	\$ 2,556.00	\$ 2,556.00	\$ 7,668.00
Keene	\$ 2,067.00	\$ 2,067.00	\$ 2,067.00	\$ 6,201.00
Laconia	\$ 1,736.00	\$ 1,736.00	\$ 1,736.00	\$ 5,208.00
Littleton	\$ 2,556.00	\$ 2,556.00	\$ 2,556.00	\$ 7,668.00
Manchester – 298	\$ 1,511.00	\$ 1,511.00	\$ 1,511.00	\$ 4,533.00
Manchester – 300	\$ 1,511.00	\$ 1,511.00	\$ 1,511.00	\$ 4,533.00
Nashua	\$ 1,511.00	\$ 1,511.00	\$ 1,511.00	\$ 4,533.00
Portsmouth	\$ 1,511.00	\$ 1,511.00	\$ 1,511.00	\$ 4,533.00
Salem	\$ 1,283.00	\$ 1,283.00	\$ 1,283.00	\$ 3,849.00
Somersworth	\$ 1,511.00	\$ 1,511.00	\$ 1,511.00	\$ 4,533.00
Annual Costs	\$ 27,271.00	\$ 26,408.00	\$ 26,408.00	\$ 80,087.00
Annual Allowance for Software Updates/Service Support Agreements/License Fees @ cost:				\$ 6,000.00
<u>Hourly Repair Rates</u>		<u>Other Costs</u>		
Monday - Friday, 8AM-5PM	\$ 100.00	Materials @ cost or plus		20 %
Monday - Friday, 5PM-8AM	\$ 150.00			
Holiday Rate	\$ 175.00			
Travel Rate	\$ 75.00			
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Total</u>
Breakdown by Year	\$ 45,271.00	\$ 40,408.00	\$ 40,408.00	\$ 126,087.00

Total Contract Cost Not to Exceed for the term: **\$126,087.00**

Contractor Initials 
Date 10/24/2017

2.2 INVOICES

The Contractor will invoice promptly upon completion of services at each location covered by this Agreement. Invoices shall indicate the date and location of any work performed, and include a brief description of such work.

NHES will make payment within thirty (30) days following receipt of approved invoices in accordance with the normal State payment process.

Invoices should be sent to:

New Hampshire Employment Security
ATTN: Fiscal Management Section
45 South Fruit Street
Concord, NH 03301

Contractor Initials 
Date 10/2/2013

EXHIBIT C

3 ADDITIONAL PROVISIONS

3.1 TERM & EXTENSION

The agreement will begin December 1, 2017 or upon Governor and Council approval, whichever is later, and remain in effect until November 30, 2020, unless terminated sooner as provided for in the applicable contract provisions. The Contract may be extended twice for up to one (1) additional year at the sole option of the State, subject to the parties' prior written agreement on terms and applicable fees for each extended term, contingent upon satisfactory vendor performance, continued funding and Governor and Executive Council approval.

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 for cause 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 sixty (60) days advance written notice of intent to terminate to the other party.

3.4 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** prior to the start of any work under this Agreement. The Contractor has represented that its administrative staff and interpreter staff undergo NH criminal background checks as part of the hiring process. If there is any individual working for the Contractor who will be visiting an NHES facility who has not completed such screening process, the Contractor agrees that a Criminal Record Authorization Form will be provided prior to the start of any on site work by such employee. 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 prior written approval of the NH Employment Security representative assigned to project prior to having any sub-contractor perform such on site repair work.

3.6 INSURANCE

Contractor will furnish a Certificate of Insurance as evidence of the existence of Comprehensive General Liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per claim and \$2,000,000 per incident. Contractor agrees to maintain

Contractor Initials 
Date 12/02/2017

Workers' Compensation and employer's liability insurance for all Contractor employees engaged in the performance of the agreement and provided updated certificates for such coverage.

3.7 SUB-CONTRACTING

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

3.8 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.

3.9 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.

3.10 AMERICANS WITH DISABILITIES ACT

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

3.11 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.

Contractor Initials 
Date 1/9/2017

ATTACHMENT A	Berlin 151 Pleasant St	Claremont 404 Washington St	Concord 45 South Fruit St	Conway 518 White Mtn Hwy	Keene 149 Emerald St
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BURGLAR ALARM/ACCESS CONTROL SYSTEM MAINTENANCE

Burglar Manufacturer/Brand					
Control Panel Make/Model					
Peripherals Device Make/Model					
Control Pads Make/Model					
Batteries Quantity/Size (DC Fault)					
Power Supply Quantity/Size (AC Fault)					
Key Pads/Controllers Make/Model					
Software					
Other					

ALARM MONITORING

Burglar Alarm					
Fire Alarm					
Panic/Duress Alarm					
Other Alarm (specify)					
Remote Alarm Annunciator?					
Are Alarms tied into Burglar Alarm?					
Fire Alarm Panel Type/Model #					
Is Fire Alarm tied to Burglar Alarm or does it have separate communicator/dialer?					
Does Fire Alarm panel have backup communication?					
Elevator/Lift					

ATTACHMENT A

BURGLAR ALARM/ACCESS CONTROL SYSTEM MAINTENANCE	Laconia 426 Union Ave	Littleton 646 Union St	Manchester 298 Hanover St	Manchester 300 Hanover St	Nashua 6 Townsend West
Burglar Manufacturer/Brand					
Control Panel Make/Model					
Peripheral Device Make/Model					
Control Pads Make/Model					
Batteries Quantity/Size (DC Fault)					
Power Supply Quantity/Size (AC Fault)					
Key Pads/Controllers Make/Model					
Software					
Other					

ALARM MONITORING					
Burglar Alarm					
Fire Alarm					
Panic/Duress Alarm					
Other Alarm (specify)					
Remote Alarm Annunciator?					
Are Alarms tied into Burglar Alarm?					
Fire Alarm Panel Type/Model #					
Is Fire Alarm tied to Burglar Alarm or does it have separate communicator/dialer?					
Does Fire Alarm panel have backup communication?					
Elevator/Lift					

ATTACHMENT A	Portsmouth 2000 Lafayette Rd	Salem 29 S Broadway	Somersworth 6 Marsh Brook Dr
BURGLAR ALARM/ACCESS CONTROL SYSTEM MAINTENANCE			
Burglar Manufacturer/Brand			
Control Panel Make/Model			
Peripheral Device Make/Model			
Control Pads Make/Model			
Batteries Quantity/Size (DC Fault)			
Power Supply Quantity/Size (AC Fault)			
Key Pads/Controllers Make/Model			
Software			
Other			
ALARM MONITORING			
Burglar Alarm			
Fire Alarm			
Panic/Duress Alarm			
Other Alarm (specify)			
Remote Alarm Annunciator?			
Are Alarms tied into Burglar Alarm?			
Fire Alarm Panel Type/Model #			
Is Fire Alarm tied to Burglar Alarm or does it have separate communicator/dialer?			
Does Fire Alarm panel have backup communication?			
Elevator/Lift			

ATTACHMENT B

<u>NHES OFFICE</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
151 Pleasant St. Berlin NH 03570-0159	Mark Belanger, Mgr.	(603) 752-5500
17 Water Street Claremont NH 03743-2261	KB Miller, Mgr.	(603) 543-3111
45 South Fruit Street Concord NH 03301-4857	Carol Cantin, Mgr.	(603) 419-9757
518 White Mountain Highway Conway NH 03818	Tania Drummond, Mgr.	(603) 447-5924
149 Emerald Street Keene NH 03431	KB Miller, Mgr.	(603) 352-1904
426 Union Ave. Suite 3 Laconia NH 03246-2894	Carol Cantin, Mgr.	(603) 524-3960
646 Union St. Suite 100 Littleton NH 03561	Tania Drummond, Mgr.	(603) 444-2971
298 & 300 Hanover St Manchester NH 03104	J. Dubois, Mtn.	(603) 656-6602
6 Townsend West Nashua NH 03060-3285	Denise Roy-Innarelli, Mgr.	(603) 882-5177
2000 Lafayette Rd Portsmouth NH 03801-5673	Sarah Morrissey, Mgr.	(603) 436-3702
29 S Broadway Salem NH 03079-3026	Denise Roy-Innarelli, Mgr.	(603) 893-9185
6 Marsh Brook Drive Somersworth, NH 03878-3878	Sarah Morrissey, Mgr.	(603) 742-3600

Contractor Initials: 
Date: 10/02/2013

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 ECI SYSTEMS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on August 03, 2016. 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: 748626



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of October A.D. 2017.

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

William M. Gardner
Secretary of State

(Limited partnership or LLC with Manager)

Limited Partnership or LLC Certification of Authority

I, Steve Capolupo, hereby certify that I am a Partner, Member or Manager
(Name)

of ECI Systems, LLC; a limited liability partnership under RSA 304-B or a limited
(Name of Partnership or LLC)

liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC.

I further certify that Joseph Cavallaro, President of ECI Systems, LLC is authorized to sign the 2017 contract between ECI Systems, LLC and the New Hampshire Department of Employment Security. By his signature, ECI Systems, LLC will be bound to the terms of the contract and that this authorization has not expired.

DATED: October 12, 2017

ATTEST: _____



MANAGING PARTNER

(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/03/2017

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 Tonry Insurance Group, Inc. 238 Bedford Street Lexington MA 02420		CONTACT NAME: Patricia Capadanno PHONE (A/C, No, Ext): (781)861-1800 E-MAIL ADDRESS: pcapadanno@tonry.com		FAX (A/C, No): (781)861-1804	
INSURED ECI Systems LLC East Coast Security Services LLC 68 Stiles Road Salem NH 03079		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Philadelphia Indemnity Insurance Company		18058	
		INSURER B: West American Insurance Company		44393	
		INSURER C: New Hampshire Employers Insurance Company		12083	
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** CL1792216702 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> E & O GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1698230	08/21/2017	08/21/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	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			BW58147350	09/07/2017	09/07/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PHUB596932	08/21/2017	08/21/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	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 N	N/A	ECC60040000732017A	10/13/2017	10/13/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)

operations of the insured: security contractor New Hampshire Department of Employment Security is an Additional Insured, when required by written contract, but only to the extent provided in the Additional Insured endorsement(s) attached to the policy, a copy of which is available upon request. Where permitted by state law, the Insurer waives its rights to subrogate, but only under the circumstances stated in the policy and when required by written contract for general liability only

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Department of Employment Security 45 South Fruit Street Concord NH 03301	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 