



**New Hampshire
Employment
Security**

www.nhes.nh.gov

"We're working to keep New Hampshire working"

ADMINISTRATIVE OFFICE
32 SOUTH MAIN STREET
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

February 10, 2014

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

REQUESTED ACTION

To authorize New Hampshire Employment Security (NHES) to enter into a contract with Galaxie Vacuum Limited Partner (VC# 221226), Lawrence, MA in the amount not to exceed \$36,221.85 for the purchase and installation of manual sun-screen window shades at the newly renovated Tobey building from the date of Governor and Council approval through June 30, 2014. 100% Capital Budget (General Funds).

Funding is available in account titled Administrative Services as follows:

030 - 14 - 14 - 140030 - 1249	Statewide Energy Efficiency Improvements		
			FY 2014
	034 - 500162 Capital Project-Repair/Renovation Buildings	\$	36,221.85

EXPLANATION

NHES is requesting approval of the attached contract for the purchase and installation of manual sun-screen window shades at the newly renovated Tobey location. The contract total of \$36,221.85 is for the period beginning upon Governor and Council approval through June 30, 2014.

NHES has been authorized a total of \$36,221.85 from the Statewide Energy Efficiency Fund, Laws of 2013, Chapter 195:1,II,2 for use toward this project (approval letter attached).

A competitive bid process was undertaken for the purchase and installation of manual sun-screen window shades at the newly renovated Tobey location. A "Request For Proposal" (RFP) was sent to six (6) vendors, four (4) of which were obtained from an agency database comprised of vendors previously used by the state for such services and two (2) that had responded to our various advertisements. Of the six (6) vendors, five (5) vendors submitted bids for services. A review of the submitted bids resulted in the selection of the lowest responding bidder. An RFP list with bid and non-bid responses is attached.

Respectfully submitted,

George N. Copadis
Commissioner

GNC/jdr



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

February 5, 2014

George Copadis, Commissioner
Department of Employment Security
32 South Main Street
Concord, NH 03301

RE: Statewide Energy Efficiency Improvement Fund

Dear Commissioner Copadis:

Your request to utilize \$36,221.85 from the statewide energy efficiency fund (capital budget) is approved. The funding will be utilized to furnish and install 247 shades at the Tobey Building that will reduce the amount of heat gain in the summer time thus reducing energy.

The following guidelines apply to the use of the use of the shades:

- Shade use shall be managed in the summer months and kept shut at all times.
- In the winter months the shades shall remain open during the day to let maximum light and heat but closed at night to provide limited extra insulating properties to the windows.
- Color selection shall be of a lighter color to maximize the amount of reflectance and maximize energy savings.

Sincerely,

A handwritten signature in black ink that reads "Linda M. Hodgdon".

Linda M. Hodgdon
Commissioner

Cc: Karen Rantamaki, State Energy Manager

Subject: Tobey Window Shade Project **FORM NUMBER P-37 (version 1/09)**

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <div style="border: 1px solid black; padding: 5px; text-align: center;">NH Employment Security</div>		1.2 State Agency Address <div style="border: 1px solid black; padding: 5px; text-align: center;">32 South Main Street, Concord, NH 03301</div>	
1.3 Contractor Name <div style="border: 1px solid black; padding: 5px; text-align: center;">Galaxie Vacuum Limited Partner VC #221226 B001</div>		1.4 Contractor Address <div style="border: 1px solid black; padding: 5px; text-align: center;">16 Ballard Road, Lawrence, MA, 01843</div>	
1.5 Contractor Phone Number <div style="border: 1px solid black; padding: 5px; text-align: center;">978-682-5294</div>	1.6 Account Number <i>2/4/14 WAC</i> <div style="border: 1px solid black; padding: 5px; text-align: center;">0304414140030-1294</div>	1.7 Completion Date <div style="border: 1px solid black; padding: 5px; text-align: center;">June 30, 2014</div>	1.8 Price Limitation <div style="border: 1px solid black; padding: 5px; text-align: center;">\$36,221.85</div>
1.9 Contracting Officer for State Agency <div style="border: 1px solid black; padding: 5px; text-align: center;">George N. Copadis, Commissioner</div>		1.10 State Agency Telephone Number <div style="border: 1px solid black; padding: 5px; text-align: center;">603-228-4000</div>	
1.11 Contractor Signature <div style="border: 1px solid black; padding: 5px; text-align: center;"><i>William DePippo</i></div>		1.12 Name and Title of Contractor Signatory <div style="border: 1px solid black; padding: 5px; text-align: center;"><i>William DePippo President</i></div>	
1.13 Acknowledgement: State of MA , County of ESSEX On 2/4/14 , 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 <div style="border: 1px solid black; padding: 5px; text-align: center;"><i>[Signature]</i></div>			
1.13.2 Name and Title of Notary or Justice of the Peace <div style="border: 1px solid black; padding: 5px; text-align: center;">Channa O'Neill, Notary Public</div>			
1.14 State Agency Signature <div style="border: 1px solid black; padding: 5px; text-align: center;"><i>[Signature]</i></div>		1.15 Name and Title of State Agency Signatory <div style="border: 1px solid black; padding: 5px; text-align: center;">George N. Copadis, Commissioner</div>	
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: <i>[Signature]</i> On: <i>2/10/14</i>			
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 WAP
Date 7/27/17

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 RJA
Date 2/11/14

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.

Contractor Initials *WAP*
Date *7/04/14*

EXHIBIT A

SCOPE

This document defines specific services, permits, materials, products, labor, tools, equipment and transportation necessary for all phases of purchase and installation of approximately 250 sun-screen, fabric, 5% open, manual window shades at NHES Tobey, 45 South Fruit Street, Concord, NH, 03301.

Contractor will assume all responsibility for field dimensions and mounting surfaces.

Contractor must protect all vinyl flooring in hallways with masonite, travel areas on carpets, and interior of elevators while moving product on material handling equipment. Contractor is responsible for repairs to as is condition, caused by them during installation.

SPECIFICATIONS

Manual Sun-Screen Shades/Accessories

1. **Sun-Screen Fabric:** 5% open; flame-retardant, meeting NFPA 701.
2. **Color:** NHES will select from manufacturer's full color range (Bone/Platinum or similar).
3. **Manual Operators:** Bead chain operated rollers with bi-directional spring clutches. Chains will be #10 stainless steel beads.
4. **Rollers:** heavy-duty steel with springs, size as required, eliminating sag and ensuring smooth operation: R24 clutch system, roller tube is extruded aluminum w/fabric channel, completely enclosed aluminum extruded hem bar wrapped with fabric heat welded pocket.
5. **Fascia:** Extruded aluminum, pre-finished, color to match white window trim, 4" high with a 2-3/4" bottom lip that snaps onto 4" X 4" fascia brackets, or equivalent.
6. **Brackets and Accessories:** Wall mounted type; zinc plated steel of size and type recommended by manufacturer for each proposed installation. Hardware finishes & head box fascia colors will be selected from manufacturer's full color range, as determined at materials meeting between Contractor and NHES.
7. **Finish:** All exposed surfaces of accessories will be selected from manufacturers full color range, as determined at materials meeting between Contractor and NHES.

Examination

Contractor will examine mounting surfaces and installation conditions, field measure for blinds, verify site is free of conditions that would interfere with blind installation and operation, and will begin installation only when any unsatisfactory conditions have been rectified.

Installation

- A. In general, each individual window opening will be furnished with its own shade. Where multiple windows are combined within single openings, shades may be provided in multiple units, as recommended by the manufacturer, subject to prior approval of the Architect. Shades will extend the full height and width of windows to minimize light penetration.
- B. Window shades will be installed in strict accordance with manufacturer's printed instructions and will fit openings in accordance with manufacturer's standards. All shades will be secured to window openings, not directly to window units, and will be clear of all window hardware. Contractor will assume all responsibility for field dimensions and mounting surfaces.
- C. Location of all operators will be reviewed with NHES representative, Ernie Liakas, 603-229-4412, prior to rough-in.
- D. All shades will be adjusted for proper operation.

- E. Installation can be done during construction phase, will be done according to manufacturer's specifications, with adequate clearance to permit smooth operation and allow them to hang flat without buckling or distortion.

Delivery, Storage, and Handling

- A. Deliver products to project site in manufacturer's original cartons.
- B. Individually package and mark shades with room number and opening number.
- C. Inspect materials upon delivery to assure receipt of specified products.
- D. Store and handle shades to prevent damage to fabrics, finishes, and operators prior to installation.

QUALITY ASSURANCE

Window sun-screen shade installer will be approved by manufacturer.

WARRANTY

All window sun-screen shades will have a limited lifetime warranty against original defects in materials or workmanship for the life of the shade not to exceed 25 years from date of shipment. Warranty does not cover damage due to accidents, misuse, abuse, improper installation, alterations, or improper cleaning.

Contractor workmanship warranty will be in place for one year after substantial completion of installation.

SAFETY ISSUES and COMPLIANCE REQUIREMENTS

- A. Safety and protection of building personnel and property is of utmost concern. Work will interfere as little as possible with building business, during or after construction phase. Contractor will furnish safety devices wherever needed and required, taking necessary precautions to protect life and property.
- B. Work will be performed in a manner compliant with existing 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, staff and the general public.

RUBBISH AND DEBRIS

- A. Contractor will properly dispose of debris, rubbish, and other materials resulting from on-site demolition off-site in accordance with applicable laws, rules, regulations and ordinances.
- B. Contractor will provide on-site dumpster placed in accordance with instructions given by NHES representative, Ernie Liakas and/or Tobey Project Manager from Harvey Construction.
- C. Worksite must be kept clean, safe and presentable to the public. Construction debris will be picked up at the end of each day's work, and will be removed from worksite on a weekly basis, or more often. At the conclusion of the project, all scaffolding, barricades, equipment and debris will be removed from worksite promptly.

QUALIFICATION OF EMPLOYEES

Contractor employees will be qualified to perform contractual duties. NHES may require Contractor remove from worksite any employee deemed objectionable for any reason.

EXHIBIT B

Contractor agrees to provide NHES with services indicated in RFP & in Exhibit A of this agreement at prices quoted in RFP and shown below, in a professional manner, according to specifications.

Monies for unforeseen issues that may arise due to problems with placement, or for any reason NHES was not able to predict in advance, may not be used without express permission of NHES.

Cost Breakdown

Materials	\$27,221.85
Installation/Replacement/Removal	\$ 6,500.00
Unforeseen issues w/placement, etc.	<u>\$ 2,500.00</u>
 Total Contract not to Exceed	 \$36,221.85

INVOICE

NHES anticipates contractor will invoice for entire project after project is complete. Should unforeseen circumstances prevent contractor from completing all installations at once, NHES will determine if partial payment for incomplete work is acceptable. Costs for this project will be paid with State Energy Funds.

Contractor will invoice NH Employment Security following completion and acceptance of project by NHES Administrative Services Supervisor V Ernie Liakas, unless contractor has express permission from NHES to bill for partial payment. NH Employment Security will make payment through normal state payment process, which is up to 30 days following receipt of approved invoice.

Invoice must include:

- 1.) Date work was done**
- 2.) Worksite address**
- 3.) Brief description of work.**

Invoices will be sent to:
Robin Untiet
NH Employment Security
32 South Main St
Concord NH 03301-4857

EXHIBIT C

TERM & EXTENSION

This agreement will be for a term beginning upon G&C approval and terminating on June 30, 2014.

DAMAGE

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

CONFIDENTIALITY & CRIMINAL RECORD

Contractor and employees will be required to sign and submit **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM (DES 1726)**, and **CRIMINAL RECORDS FORM (DES 2135)**, prior to any work being done. During the course of this agreement any personnel scheduled to enter NH Employment Security facility must have these forms in place prior to entrance into the facility. **Criminal Records checks are \$25 for each employee. Contractors assume this fee.**

INSURANCE

Contractor will furnish a Certificate of Insurance as evidence of Comprehensive General Liability insurance against all claims of bodily injury, death or property damage, in amounts not less than \$250,000 per claim and \$2,000,000 per occurrence or Umbrella Liability Insurance coverage with limits of not less than \$2,000,000 per occurrence. Contractor also agrees to maintain workers' compensation and employer's liability insurance for all employees engaged in performance of agreement.

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

Contractor certifies that primary participant, and its principals, to the best of his 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 status.

SUB-CONTRACTING

Contractors must submit names of all sub-contractors used in performance of work for approval by NHES Plant Maintenance Engineer III Jesse Propri. If a sub-contractor refuses to perform, Contractor may substitute another sub-contractor for the same or a lower price, with any cost savings rebated to NH Employment Security.

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. Contractor must provide NHES w/weekly certified payroll. When there is no Davis-Bacon assignation applicable Wage Determination is realized by using the lowest skilled craft above laborer, excluding power equipment rate.

AMERICANS WITH DISABILITIES ACT

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

PAYMENT/PERFORMANCE 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 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 valued \$35,000 – 99,999 Dollars. **A Performance Bond** is required for contracts totaling \$100,000 Dollars or more.

PROJECT NO. 99-001

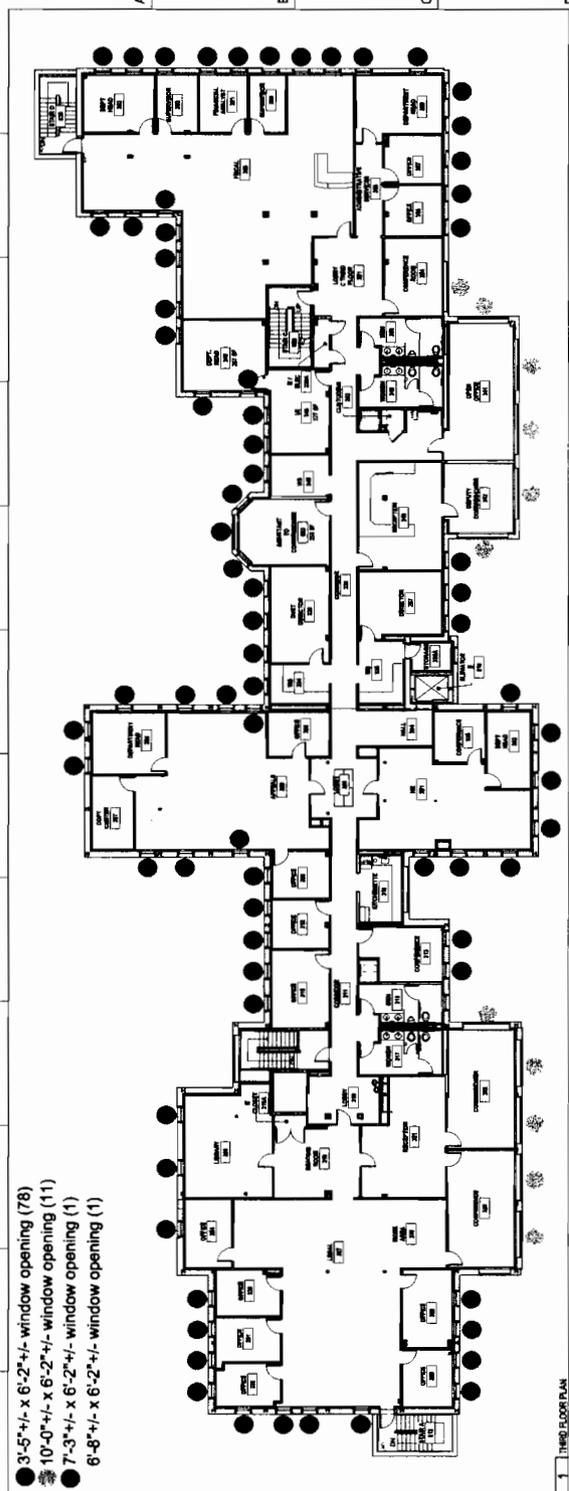
State of New Hampshire

TOBEY BUILDING RENOVATIONS

48 South Park Street
Concord, NH 03301

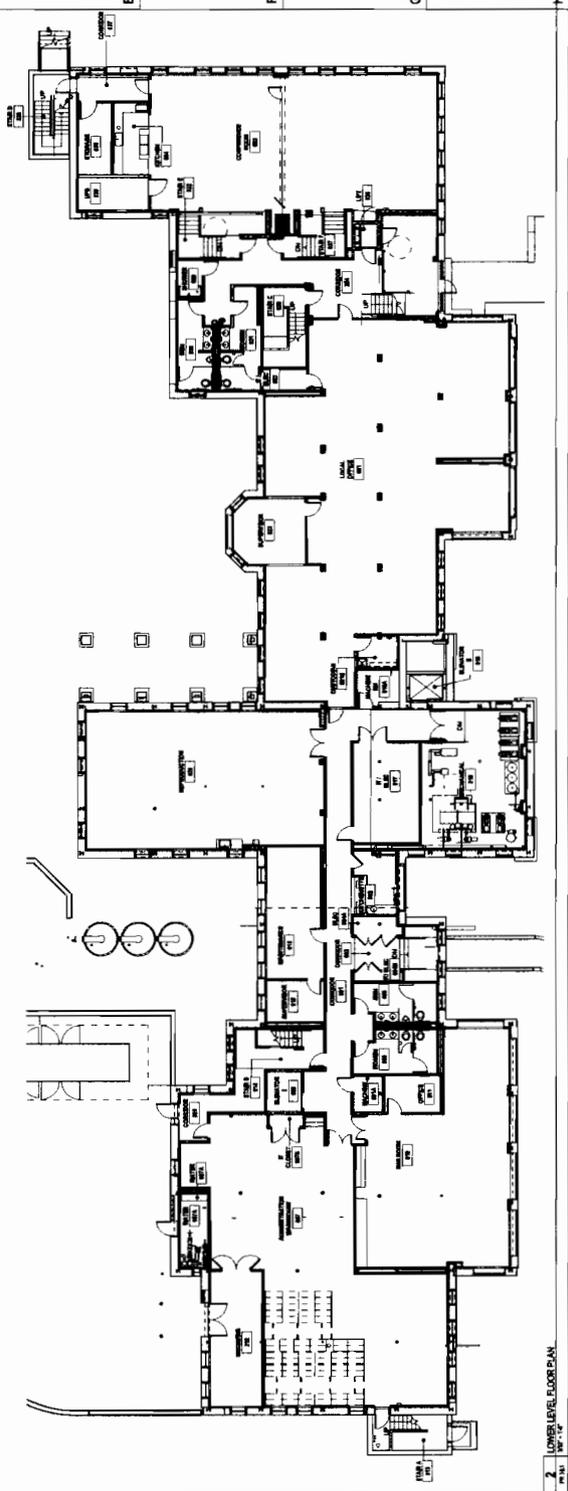
NO.	DESCRIPTION	DATE

CONTRACT NO. 99-001	
LOWER LEVEL & THIRD FLOOR PLAN	
DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
SCALE	AS SHOWN
PR 99.1	
CONSTRUCTION DOCUMENTS	



- 3'-5" +/- x 6'-2" +/- window opening (78)
- ⊙ 10'-0" +/- x 6'-2" +/- window opening (11)
- ⊗ 7'-3" +/- x 6'-2" +/- window opening (1)
- ⊖ 6'-8" +/- x 6'-2" +/- window opening (1)

1 THIRD FLOOR PLAN
SCALE: 1/8" = 1'-0"



2 LOWER LEVEL FLOOR PLAN
SCALE: 1/8" = 1'-0"

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 Galaxie Vacuum Limited Partnership is a(n) Massachusetts Limited Partnership registered to transact business in New Hampshire on March 19, 2009. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of January, A.D. 2014

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/28/2014

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 MTM Insurance Associates 1320 Osgood Street North Andover MA 01845	CONTACT NAME: Victoria Lowes, CISR PHONE (A/C No. Ext.): (978) 681-5700 E-MAIL ADDRESS: vickiel@mtminsure.com FAX (A/C. No.): (978) 681-5777													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER B: Safety Insurance</td> <td>39454</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hanover Insurance Company	22292	INSURER B: Safety Insurance	39454	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURED CVC Incorporated & Central Vacuum INC & Galaxie Vacuum LP, DEA: Windows Scapes, Galaxy Contract Shades Nationwide Powder 16-18 Ballard Rd Lawrence MA 01843														

COVERAGES **CERTIFICATE NUMBER:** 13-14 & 14-15 WC Master **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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		ZBN4213253	10/25/2013	10/25/2014	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000	
	GENL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
A B	AUTOMOBILE LIABILITY		ANN7901624 6214350	10/1/2013 10/1/2013	10/1/2014 10/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
						PIP-Basic \$ 8,000	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Policy # Pending	1/28/2014	1/28/2015	EACH OCCURRENCE \$ 1,000,000	
	DED	RETENTION \$				AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	WBR7911744	1/8/2014	1/8/2015	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	Property Coverage		ZBN4213253	10/25/2013	10/25/2014	Building \$1,965,363	
	Deductible \$1,000					Business Personal Property \$1,159,165	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Arthur Depipo, William Depipo and Frank Polizotti are included in coverage. This certificate of insurance represents coverage currently in effect and may or may not be in compliance with any written contract.

CERTIFICATE HOLDER State of New Hampshire Tobey Building 32 South Main St. 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 P MacDonald CPCU, CIC <i>[Signature]</i>
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**NH Employment Security
TOBEY WINDOW SHADE PROJECT
BID OPENING: 1/9/14 @ 2:00 PM
6 RFPs Distributed 5 Bids Submitted: 2 Ad; 2 Internet; 2 NHES Database; 0 Word of Mouth Responses**

Vendor Bid Ascertained Via	Vendor Information	BID	Attended Mandatory Pre-Bid Meeting Did not bid Why?
Contract Window Fashions Guy Guerra	48 Briarcliff Wway, Manchester, NH, 03109 GJGHD49@aol.com Internet 603-475-1961	\$38,410.75	No Mandatory Meeting #3 BID
D.L. King & Associates, Inc. Donna L. King	27 Tanglewood Drive, Nashua, NH, 03062 dlking03031@aol.com Union Leader 603-883-5880	\$59,895	#5 BID
Galaxie Vacuum Limited Partner David L. Thomas	16-18 Ballard Road, Lawrence, MA, 01843 davidt@galaxie-vac.com Internet 978-702-6913	\$33,721.85	BID WINNER
Granite State Specialites Steve Klein	10 Lane Road, Raymond, NH, 03077 info@granitestatespecialities.com NHES Database 866-746-8849	NO BID	could not bid competively
Office Interiors Limited Maria Cann	85 Washington Street, Dover, NH, 03820 mcann@officeinteriorsltd.com NHES Database 603-749-6200	\$44,647	#4 BID
P.Ritz Design Patricia Ritz	380 Boynton Street, Bedford, NH, 03110 p.ritz0963@gmail.com Union Leader 603-520-7022	\$36,389	#2 BID

Ads: Union Leader; NH-PTAP, Construction Summary, Onvia, MyBid, Reed Business, IsQft, McGraw-Hill, Works In Progress, etc.
NHES Database: All bidders previously responding to similar NHES projects advertised in Newspaper or on Internet.