



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



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

November 5, 2021

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, Andover, MA in the amount not to exceed \$130,774.40 for statewide alarm and access systems testing, maintenance, repairs and monitoring services from the date of Governor and Council approval or December 1, 2021, whichever is later, through November 30, 2024. 100% Federal funds.

Federal funding is available in State FY 2022 and 2023 and are anticipated to be available in FY 2024 as follows, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

02-27-27-270010-8040	DEPT OF EMPLOYMENT SECURITY	<u>SFY 2022</u>	<u>SFY 2023</u>	<u>SFY 2024</u>
10-02700-80400000-048-500226	Contract Repairs, Building & Grounds	\$47,924.80	\$41,424.80	\$41,424.80

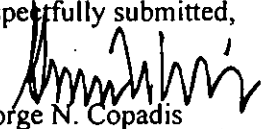
EXPLANATION

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 safety and security of NHES facilities, staff, and the public. The contract total of \$130,774.40 is for a three-year period beginning upon Governor and Council approval or December 1, 2021, whichever is later, through November 30, 2024.

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. Two (2) vendors submitted a proposal for statewide alarm and access systems testing, maintenance, repairs and monitoring services. The proposer with the highest score was selected. A copy of the detailed proposal scoring sheet is attached.

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

Respectfully submitted,


George N. Copadis
Commissioner

Attachments

NHES is a proud member of America's Workforce Network and NH Works. NHES is an Equal Opportunity Employer and complies with the Americans with Disabilities Act. Auxiliary aids and services are available upon request of individuals with disabilities

Telephone (603) 224-3311 Fax (603) 228-4145 TDD/ TTY Access: Relay NH 1-800-735-2964 Web site: www.nhes.nh.gov

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY**

PROPOSAL EVALUATION FORM

RFP # NHES 2021-03

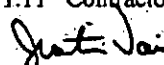
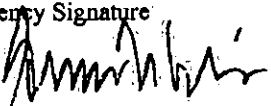
COUNT	Proposer Name	TECHNICAL PROPOSAL		PRICE PROPOSAL	TOTAL
		Relevant Experience/ Overall Qualifications	References from clients for whom similar services have been performed		
		MAXIMUM POINTS			
		15	15		
				70	100
		POINTS			
1	ECI Systems	15	15	70	100
		POINTS			
2	Pasek	13	15	52.9	80.9

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 New Hampshire 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 40 Shattuck Rd Suite 100 Andover, MA 01810	
1.5 Contractor Phone Number 900-619-2086	1.6 Account Number 748626	1.7 Completion Date November 30, 2024	1.8 Price Limitation \$130,774.40
1.9 Contracting Officer for State Agency George N. Copadis		1.10 State Agency Telephone Number 609-228-4000	
1.11 Contractor Signature  Date: 10/29/21		1.12 Name and Title of Contractor Signatory Justin Davis, CEO	
1.13 State Agency Signature  Date: 11/14/21		1.14 Name and Title of State Agency Signatory George N. Copadis, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: /s/ Stacie M. Masser On: November 5, 2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION. -see Exhibit A

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by ~~giving~~ (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

EXHIBIT A

SPECIAL PROVISIONS

1 ADDITIONAL PROVISIONS

1.1 TERM & EXTENSION

The agreement will begin December 1, 2021 or upon Governor and Council approval, whichever is later, and remain in effect until November 30, 2024, unless terminated sooner as provided for in the applicable contract provisions. The Contract may be extended for up to one (1) additional three-year term 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.

1.2 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 A and the P-37, the provisions of the P-37 form will control.

1.3 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.

1.4 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. 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.

1.5 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.

1.6 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.

Contractor Initials JS
Date 6/29/21

1.7 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.

1.8 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.

1.9 NH CERTIFICATE OF GOOD STANDING

Contractor must provide a **CERTIFICATE OF GOOD STANDING** from the NH Secretary of State.

1.10 AMERICANS WITH DISABILITIES ACT

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

1.11 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.

1.12 NEVER CONTRACT WITH THE ENEMY

Pursuant to 2 CFR 183.300, none of the funds received under contract with NHES shall be provided directly or indirectly to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

1.13 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT

Pursuant to 2 CFR 200.216, none of the funds received under contract with NHES shall be used to procure or obtain equipment, services, or systems that use(s) covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunication equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Contractor Initials *he*
Date 1/29/21

1.14 STEVENS AMENDMENT

This contract with NHES may be supported in part or in whole by the Employment and Training Administration (ETA) of the United States Department of Labor (USDOL) as part of awards received.

1.15 DAVIS-BACON ACT (if applicable)

Davis-Bacon Act and Related Acts, apply to contractors and subcontractors performing on federally funded/assisted contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under these Acts, contractors and sub-contractors must pay laborers and mechanics prevailing wages and fringe benefits for corresponding work on similar projects in the area as determined by the Department of Labor. When there is no Davis-Bacon assignation, applicable Wage Determination is realized by using the lowest skilled craft above laborer, excluding power equipment rate.

1.16 PAYMENT BOND/MILLER ACT (if applicable)

Contractor agrees to comply with The Miller Act bond requirement and NH RSA 447:16. A payment bond, with surety satisfactory for protection of all persons supplying labor and materials in carrying out construction, alteration, or repair work provided for in the contract may be required. Amount of payment bond will equal total amount payable by terms of contract unless officer awarding contract determines, in writing, 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 contracts \$30,000 or greater. A Performance Bond is required for contracts totaling \$100,000 or greater.

1.17 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (if applicable)

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

1.18 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (if applicable)

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

1.19 CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT (if applicable)

Contractor Initials *JS*
Date *11/29/21*

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

1.20 BYRD ANTI-LOBBYING AMENDMENT (if applicable)

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

Contractor Initials gac
Date 8/27/17

EXHIBIT B

SCOPE OF SERVICES

2 SCOPE OF SERVICES

2.1 OVERVIEW

New Hampshire Employment Security ("NHES") provides unemployment compensation and reemployment services to the public at twelve (12) facilities located throughout New Hampshire. All are secure facilities 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.

2.2 DELIVERABLES

Services will be provided as described in the Contractor's Technical and Cost Proposal submitted in response to RFP# NHES 2022-01 for Alarm and Access Systems Maintenance 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;
- 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;

Contractor Initials JS
Date 10/29/21

- 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 twelve (12) 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 2018, with the next to be performed in the contract resulting from this RFP in 2023. 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.

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

Contractor Initials me
Date 6/29/21

services for NHES to include testing twice annually for twelve (12) 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 YAL
Date 10/29/01

EXHIBIT C

METHOD OF PAYMENT

3 PRICE TERMS

3.1 PRICING IN ACCORDANCE WITH PROPOSAL

The Contractor agrees to provide NHES with services as indicated in Exhibit B of this Agreement at prices quoted in the Proposal and as shown below. The Contract is for a term beginning December 1, 2021 or upon Governor and Council approval, whichever is later, and continuing through November 30, 2024. 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	\$ 2,428.20.00	\$ 2,428.20	\$ 2,428.20	\$ 7,284.60
Claremont	\$ 1,963.65	\$ 1,963.65	\$ 1,963.65	\$ 5,890.95
Concord	\$ 4,103.05	\$ 4,103.05	\$ 4,103.05	\$ 12,309.15
Conway	\$ 2,428.20	\$ 2,428.20	\$ 2,428.20	\$ 7,284.60
Keene	\$ 1,963.65	\$ 1,963.65	\$ 1,963.65	\$ 5,890.95
Laconia	\$ 1,649.20	\$ 1,649.20	\$ 1,649.20	\$ 4,947.60
Littleton	\$ 2,428.20	\$ 2,428.20	\$ 2,428.20	\$ 7,284.60
Manchester - 300	\$ 1,435.45	\$ 1,435.45	\$ 1,435.45	\$ 4,306.35
Nashua	\$ 1,435.45	\$ 1,435.45	\$ 1,435.45	\$ 4,306.35
Portsmouth	\$ 1,435.45	\$ 1,435.45	\$ 1,435.45	\$ 4,306.35
Salem	\$ 1,218.85	\$ 1,218.85	\$ 1,218.85	\$ 3,656.55
Somersworth	\$ 1,435.45	\$ 1,435.45	\$ 1,435.45	\$ 4,306.35
Annual Costs	\$ 23,924.80	\$ 23,924.80	\$ 23,924.80	\$ 71,774.40
Annual Allowance for Software Updates/Service Support Agreements/License Fees @ cost:				\$ 6,500.00

<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	\$ 47,924.80	\$ 41,424.80	\$ 41,424.80	\$ 130,774.40

Total Contract Cost Not to Exceed for the term: **\$130,774.40**

Contractor Initials

Date

[Signature]
10/21/21

3.2 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 9/0
Date 6/29/21

ATTACHMENT A	Berlin 151 Pleasant St	Claremont 404 Washington St	Concord 45 South Fruit St	Conway 518 White Mtn Hwy	Keene 149 Emerald St
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					

Contractor Initials *jsl*
Date 10/29/21

ATTACHMENT A	Laconia 426 Union Ave	Littleton 646 Union St	Manchester 300 Hanover St	Nashua 6 Townsend West	Portsmouth 2000 Lafayette Rd
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					

Contractor Initials Yue
Date 10/21/21

ATTACHMENT A	Salem 29 S Broadway	Somerset 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/Purex 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		

Contractor Initials *fa*

Date 10/28/21

State of New Hampshire

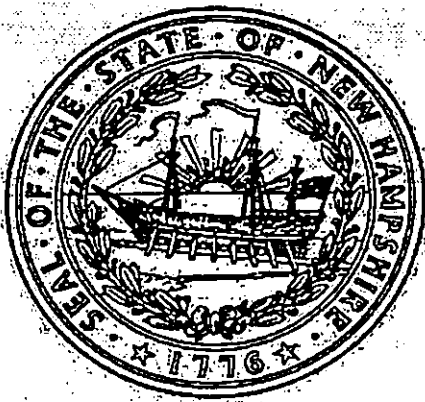
Department of State

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

Certificate Number: 0005463172



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of November A.D. 2021.

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

William M. Gardner
Secretary of State

ATTACHMENT B

NEW HAMPSHIRE EMPLOYMENT SECURITY

For scheduling please contact Jesse Propri: (O) 603-228-4127; (C) 603-419-9757; Jesse.B.Propri@nhes.nh.gov

NHES OFFICE	SQ FEET	CONTACT PERSON	TELEPHONE
151 Pleasant St. Berlin NH 03570-0159	5,312	Diana Berthiaume	(603) 752-6707
17 Water Street Claremont NH 03743-2261	5,300	Robert Campbell	(603) 543-2105
45 South Fruit Street Concord NH 03301-4857	75,000	Jesse Propri, Maintenance Manager	(603) 419-9757
518 White Mountain Highway Conway NH 03818	5,307	Scott Koblich	(603) 447-1422
149 Emerald Street Keene NH 03431	4,960	Robert Campbell	(603) 352-5808
426 Union Ave. Suite 3 Laconia NH 03246-2894	9,560	George Archundiar	(603) 524-9322
646 Union St. Suite 100 Littleton NH 03561	6,510	Scott Koblich	(603) 444-3609
300 Hanover St Manchester NH 03104- 4957	8,615	Kevin Myers	(603) 656-6505
6 Townsend West Nashua NH 03060-3285	12,000	Michael Theriault	(603) 870-5625
2000 Lafayette Rd Portsmouth NH 03801- 5673	7,500	Catherine Gordon	(603) 334-4460
29 S Broadway Salem NH 03079-3026	5,504	Michael Theriault	(603) 880-5218
6 Marsh Brook Drive Somersworth, NH 03878- 3878	10,000	Catherine Gordon r	(603) 740-1024

Contractor Initials JP
Date 10/29/21

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, Justin Davis, hereby certify that I am a Partner, Member or
(Name)

Manager and an officer of ECI Systems LLC a limited liability
partnership

(Name of Partnership or LLC)

under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. 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 partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of this Corporate Resolution.

DATED: 10/29/21

ATTEST:

Justin Davis, CEO
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/01/2021

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 FAX (A/C No.): (781) 861-1804 EMAIL: pcapadanno@tonry.com ADDRESS: pcapadanno@tonry.com	
INSURED ECI Systems LLC, DBA: East Coast Integrated Systems 40 Shattuck Road Suite 100 Andover MA 01810		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: Philadelphia Insurance Companies INSURER C: A.I.M. Mutual Insurance Co. INSURER D: INSURER E: INSURER F:	

COVERAGES: CERTIFICATE NUMBER: CL2181725859 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	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ E & O GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		PHPK2315581	08/21/2021	08/21/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MCU LXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		PHPK2315556	08/21/2021	08/21/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$		PHUB782059	08/21/2021	08/21/2022	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	WMZ80080075772021A	10/13/2021	10/13/2022	☒ PER STATUTE ☐ 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)

Project NHES 2022-01 Alarm and Security Systems Maintenance and Monitoring, operations of the Insured: security contractor
Certificate Holder 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. When required by written contract, Additional Insured status is provided on a primary and non-contributory basis. 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.

CERTIFICATE HOLDER New Hampshire Employment Security 45 South Fruit 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
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