GJG

New Hampshire Employment Security
www.nhes.nh.gov
"We're working to keep New Hampshire working"

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

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

79A

December 13, 2023

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

REQUESTED ACTION

Authorize New Hampshire Employment Security ("NHES") to enter into a contract agreement with Kamco Supply Corp. of Boston ("Kamco"), Londonderry, NH, in an amount up to $100,000.00 for door/entry point support, maintenance, repair, and replacement services, effective upon Governor and Council approval, through December 31, 2026.

Funds are available in the following account for Fiscal Years 2024 and 2025 and are anticipated to be available in Fiscal Year 2026, upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

		STATE FISCAL YEAR		
02-27-27-270010-8040	DEPT OF EMPLOYMENT SECURITY	2024	2025	2026
10-02700-80400000-048-500226	Contractual Repairs, Building & Grounds	$60,000.00	$20,000.00	$20,000.00

EXPLANATION

NHES is requesting approval of the attached contract for door/entry point support, maintenance, repair, and replacement services. NHES provides unemployment compensation and reemployment services to the public at twelve (12) NHWorks jobs centers conveniently located throughout New Hampshire. The majority of these offices are owned by the Department with a few leased locations. However, in all these locations the Department is responsible for the security of the building, including the entry points to the offices. The entrances of these offices utilize a wide assortment of different types of mechanical systems to secure the spaces. This contract provides for evaluation, support, maintenance, repair, and replacement services for these systems. Following an initial evaluation and repair, the contract further provides for semi-annual inspections and on-call support for the three-year term. These services are necessary to ensure the secure operation of the entrances as well as to comply with the Americans with Disabilities Act and other applicable laws.

Competitive bids were sought for these services. Request for Proposal ("RFP") NHES 2023-03 was publicly issued to prospective vendors on October 10, 2023. The RFP was posted to two state websites.

Two responsive proposals were received. Both proposals met the necessary requirements of the RFP. Kamco was selected based on a significantly lower cost for the services. A scoring summary of the proposals is attached.

Sincerely,

George N. Copadis
Commissioner

RFP NHES 2023-03 Local Office Door/Entry Point Support, Maintenance, Repair and Replacement Services
Scoring Summary

Year 1

Local Office	Kamco Technical Propoal Score	Kamco Average Price Proposal Score	Kamco Total Score	DL King Technical Proposal Score	DL King Average Price Proposal Score	DL King Total Score
Berlin	40	60	100	40		[redacted]
Claremont	40	60	100	40	19	[redacted]59
Concord	40	60	100	40	23	[redacted]63
Conway	40	60	100	40		[redacted]
Keene	40	60	100	40	19	[redacted]59
Laconia	40	60	100	40	23	[redacted]63
Littleton	40	60	100	40	19	[redacted]59
Mancheste	40	60	100	40	23	[redacted]63
Nashua	40	60	100	40	23	[redacted]63
Portsmout	40	60	100	40	23	[redacted]63
Salem	40	60	100	40	23	[redacted]63
Somerswo	40	60	100	40	23	[redacted]63

Reviewing Committee: Rich Lavers, Deputy Commissioner, Jesse Propri, Plant Maintenance Engineer, Erik Bal, Counsel

Date of Review: 11/20/2023

RFP NHES 2023-03 Local Office Door/Entry Point Support, Maintenance, Repair and Replacement Services
Scoring Summary

Year 2

Kamco Technical Propoal Score	Kamco Average Price Proposal Score	Kamco Total Score	DL King Technical Proposal Score	DL King Average Price Proposal Score	DL King Total Score
40	60	100			
40	60	100	40	18	58
40	60	100	40	22	62
40	60	100			
40	60	100	40	18	58
40	60	100	40	22	62
40	60	100	40	18	58
40	60	100	40	22	62
40	60	100	40	22	62
40	60	100	40	22	62
40	60	100	40	22	62
40	60	100	40	22	62

Reviewing Committee: Rich Lavers, Deputy Commissioner, Jesse Propri, Plant Maintenance Engineer, Erik Bal, Counsel

Date of Review: 11/20/2023

RFP NHES 2023-03 Local Office Door/Entry Point Support, Maintenance, Repair and Replacement Services
Scoring Summary

Year 3

Kamco Technical Propoal Score	Kamco Average Price Proposal Score	Kamco Total Score	DL King Technical Proposal Score	DL King Average Price Proposal Score	DL King Total Score
40	60	100			
40	60	100	40	17	57
40	60	100	40	21	61
40	60	100			
40	60	100	40	17	57
40	60	100	40	21	61
40	60	100	40	17	57
40	60	100	40	21	61
40	60	100	40	21	61
40	60	100	40	21	61
40	60	100	40	21	61
40	60	100	40	21	61

Reviewing Committee: Rich Lavers, Deputy Commissioner, Jesse Propri, Plant Maintenance Engineer, Erik Bal, Counsel

Date of Review: 11/20/2023

RFP NHES 2023-03 Local Office Door/Entry Point Support, Maintenance, Repair and Replacement Services
Price Proposal Scoring

Local Office	Year 1 Inspection Lowest Bid	Kamco Bid	Kamco Score	DL King Bid	DL King Score
Berlin	0	0	60		
Claremont	0	0	60	174	0
Concord	0	0	60	150	0
Conway	0	0	60		
Keene	0	0	60	174	0
Laconia	0	0	60	150	0
Littleton	0	0	60	174	0
Manchester	0	0	60	150	0
Nashua	0	0	60	150	0
Portsmouth	0	0	60	150	0
Salem	0	0	60	150	0
Somersworth	0	0	60	150	0

RFP NHES 2023-03 Local Office Door/Entry Point Support, Maintenance, Repair and Replacement Services
Price Proposal Scoring

Year 1 Maintenance *Lowest Bid*	Kamco Bid	Kamco Score	DL King Bid	DL King Score
95	95	60		
95	95	60	150	38
95	95	60	126	45.23809524
95	95	60		
95	95	60	150	38
95	95	60	126	45.23809524
95	95	60	150	38
95	95	60	126	45.23809524
95	95	60	126	45.23809524
95	95	60	126	45.23809524
95	95	60	126	45.23809524
95	95	60	126	45.23809524

RFP NHES 2023-03 Local Office Door/Entry Point Support, Maintenance, Repair and Replacement Services
Price Proposal Scoring

Kamco Cost Proposal Average	DL King Cost Proposal Average
60	0
60	19
60	22.61904762
60	0
60	19
60	22.61904762
60	19
60	22.61904762
60	22.61904762
60	22.61904762
60	22.61904762
60	22.61904762

RFP NHES 2023-03 Local Office Door/Entry Point Support, Maintenance, Repair and Replacement Services
Price Proposal Scoring

Local Office	Year 2 Inspection Lowest Bid	Kamco Bid	Kamco Score	DL King Bid	DL King Score
Berlin	0	0	60		
Claremont	0	0	60	182.7	0
Concord	0	0	60	157.5	0
Conway	0	0	60		
Keene	0	0	60	182.7	0
Laconia	0	0	60	157.5	0
Littleton	0	0	60	182.7	0
Manchester	0	0	60	157.5	0
Nashua	0	0	60	157.5	0
Portsmouth	0	0	60	157.5	0
Salem	0	0	60	157.5	0
Somersworth	0	0	60	157.5	0

RFP NHES 2023-03 Local Office Door/Entry Point Support, Maintenance, Repair and Replacement Services

Price Proposal Scoring

Year 2 Maintenance Lowest Bid	Kamco Bid	Kamco Score	DL King Bid	DL King Score
100	100	60		
100	100	60	165	36.36363636
100	100	60	138.6	43.29004329
100	100	60		
100	100	60	165	36.36363636
100	100	60	138.6	43.29004329
100	100	60	165	36.36363636
100	100	60	138.6	43.29004329
100	100	60	138.6	43.29004329
100	100	60	138.6	43.29004329
100	100	60	138.6	43.29004329
100	100	60	138.6	43.29004329

RFP NHES 2023-03 Local Office Door/Entry Point Support, Maintenance, Repair and Replacement Services

Price Proposal Scoring

Kamco Cost Proposal Average	DL King Cost Proposal Average
60	0
60	18.18181818
60	21.64502165
60	0
60	18.18181818
60	21.64502165
60	18.18181818
60	21.64502165
60	21.64502165
60	21.64502165
60	21.64502165
60	21.64502165

RFP NHES 2023-03 Local Office Door/Entry Point Support, Maintenance, Repair and Replacement Services
Price Proposal Scoring

Local Office	Year 3 Inspection Lowest Bid	Kamco Bid	Kamco Score	DL King Bid	DL King Score
Berlin	0	0	60		
Claremont	0	0	60	201	0
Concord	0	0	60	173.28	0
Conway	0	0	60		
Keene	0	0	60	201	0
Laconia	0	0	60	173.28	0
Littleton	0	0	60	201	0
Manchester	0	0	60	173.28	0
Nashua	0	0	60	173.28	0
Portsmouth	0	0	60	173.28	0
Salem	0	0	60	173.28	0
Somersworth	0	0	60	173.28	0

RFP NHES 2023-03 Local Office Door/Entry Point Support, Maintenance, Repair and Replacement Services
Price Proposal Scoring

Year 3 Maintenance Lowest Bid	Kamco Bid	Kamco Score	DL King Bid	DL King Score
105	105	60		
105	105	60	181	34.80662983
105	105	60	152.46	41.32231405
105	105	60		–
105	105	60	181	34.80662983
105	105	60	152.46	41.32231405
105	105	60	181	34.80662983
105	105	60	152.46	41.32231405
105	105	60	152.46	41.32231405
105	105	60	152.46	41.32231405
105	105	60	152.46	41.32231405
105	105	60	152.46	41.32231405

RFP NHES 2023-03 Local Office Door/Entry Point Support, Maintenance, Repair and Replacement Services
Price Proposal Scoring

Kamco Cost Proposal Average	DL King Cost Proposal Average
60	0
60	17.40331492
60	20.66115702
60	0
60	17.40331492
60	20.66115702
60	17.40331492
60	20.66115702
60	20.66115702
60	20.66115702
60	20.66115702
60	20.66115702

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 Kamco Supply Corp. of Boston d/b/a Rickden		1.4 Contractor Address 19 Independence Dr. Londonderry, NH 03053	
1.5 Contractor Phone Number 781-838-1337	1.6 Account Unit and Class 10-027-8040-048-500226	1.7 Completion Date 12/31/2026	1.8 Price Limitation $100,000.00
1.9 Contracting Officer for State Agency George N. Copadis, Commissioner		1.10 State Agency Telephone Number 603-228-4000	
1.11 Contractor Signature Jonathan Bossie Date: 12/11/2023		1.12 Name and Title of Contractor Signatory Jonathan Bossie, Branch Manager	
1.13 State Agency Signature Date: 12/13/23		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: Duncan A. Edgar On: December 14, 2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials_____
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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials
Date

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials JB
Date 6/14/23

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

Contractor Initials
Date 10/14/15

EXHIBIT A
SPECIAL PROVISIONS

1. Additional Provisions

1.1 Termination

Either party may terminate this agreement at any time. The party requesting termination must give the other party written notice, by certified mail, to so terminate at least sixty (60) days prior to effective date of termination.

1.2 Confidentiality and Criminal Record

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

1.3 Vendor Applications/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.

1.4 NH Certificate of Good Standing

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

1.5 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.

1.6 Americans with Disabilities Act

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

Contractor Initials JW
Date 12/14/23

1.7 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.

1.8 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.

1.9 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).

1.10 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.

1.11. 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.

Contractor Initials
Date 12/4/23

1.12 Damage (if applicable)

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

1.13 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.

1.14 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.

1.15 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.

1.16 Clean Air Act and the Federal Water Pollution Control Act (if applicable)

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)

Contractor Initials
Date 12/11/23

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).

1.17 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 _____
Date 12/14/23

EXHIBIT B
SCOPE OF SERVICES

2. **Scope of Services**

2.1 Local Office Door/Entry Point Support, Maintenance, Repair and Replacement Services

Contractor shall provide evaluation, support, maintenance, repair and replacement services for the access points at the following twelve (12) local offices located throughout the State of New Hampshire to ensure proper operation and compliance with the Americans with Disabilities Act (ADA") and other applicable laws throughout the term of the contract:

1. 151 Pleasant Street, Berlin, NH 03570
2. 404 Washington Street, Claremont, NH 03743
3. 45 South Fruit Street, Concord, NH 03301
4. 518 White Mountain Highway, Conway, NH 03818
5. 149 Emerald Street, Suite Y, Keene, NH 03431
6. 426 Union Avenue, Suite 3, Laconia, NH 03246
7. 646 Union Street, Suite 100, Littleton, NH 03561
8. 300 Hanover Street, Manchester, NH 03104
9. 6 Townsend West, Nashua, NH 03063
10. 2000 Lafayette Road, Portsmouth, NH 03801
11. 29 South Broadway, Salem, NH 03079
12. 6 Marsh Brook Road, Somersworth, NH 03878

NHES utilizes a combination of Norton handicap door closers, Horton handicap door closers, von Duprin drop rods, and mag locks at its Local Offices. Upon award and approval of the contract, Contractor will immediately provide qualified inspectors to examine the access points at each of the above-described office locations to be completed within thirty (30) days of notice of contract award to the Contractor. Within thirty (30) days following completion of all inspections, Contractor will provide NHES with a report detailing all recommended maintenance, repairs, and replacements necessary to bring NHES Local Offices into compliance with ANSI/BHMA A156.19 standards and a proposed cost for each repair. NHES will then issue a Notice to Proceed to Contractor detailing the specific maintenance, repairs, and replacements authorized by NHES.

NHES Contact:
Jesse Propri
Plant Maintenance Engineer
603-228-4027
Jesse.B.Propri@nhes.nh.gov

Contractor Initials
Date 12/4/23

In addition, the Contractor will provide support and maintenance services including semi-annual inspections of the entry points at all listed locations as well as on-call support for the entry points at all listed locations.

2.2 Safety

Safety and protection of NHES personnel and property is of the 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.

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.

2.3 Damage to NHES Property

Any damage to NHES property will be reported to NHES by the Contractor within five (5) working days of any incident. 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.

2.4 Removal of Debris

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.

2.5 Other Terms and Conditions

Routine work under this Agreement will be performed in a timely and professional manner during normal working hours unless otherwise agreed in advance.

Contractor Initials
Date 12/9/25

EXHIBIT C
METHOD OF PAYMENT

3. Method of Payment

3.1 Pricing

Contractor agrees to provide NHES with services as indicated in **Exhibit B** of this Agreement at prices shown below. The Contract is for a term beginning upon necessary approvals by State Departments of Justice and Administrative Services, and Governor and Council and continuing through December 31, 2026. Any request for service through the end of that term is covered in accordance with the terms set forth herein.

NHES LOCATION	INSPECTION OF DOORS/ENTRY POINTS HOURLY LABOR YEAR ONE	MAINTENANCE, REPAIR, AND REPLACEMENT HOURLY LABOR YEAR ONE	INSPECTION OF DOORS/ENTRY POINTS HOURLY LABOR YEAR TWO	MAINTENANCE, REPAIR, AND REPLACEMENT HOURLY LABOR YEAR TWO	INSPECTION OF DOORS/ENTRY POINTS HOURLY LABOR YEAR THREE	MAINTENANCE, REPAIR, AND REPLACEMENT HOURLY LABOR YEAR THREE
Berlin	$0.00	$95.00	$0.00	$100.00	$0.00	$105.00
Claremont	$0.00	$95.00	$0.00	$100.00	$0.00	$105.00
Concord	$0.00	$95.00	$0.00	$100.00	$0.00	$105.00
Conway	$0.00	$95.00	$0.00	$100.00	$0.00	$105.00
Keene	$0.00	$95.00	$0.00	$100.00	$0.00	$105.00
Laconia	$0.00	$95.00	$0.00	$100.00	$0.00	$105.00
Littleton	$0.00	$95.00	$0.00	$100.00	$0.00	$105.00
Manchester	$0.00	$95.00	$0.00	$100.00	$0.00	$105.00
Nashua	$0.00	$95.00	$0.00	$100.00	$0.00	$105.00
Portsmouth	$0.00	$95.00	$0.00	$100.00	$0.00	$105.00
Salem	$0.00	$95.00	$0.00	$100.00	$0.00	$105.00
Somersworth	$0.00	$95.00	$0.00	$100.00	$0.00	$105.00

Maintenance, repair, and replacement materials markup	15%

Contractor Initials
Date

3.2 Invoices

Contractor will invoice NHES following completion and acceptance of each job. NHES will make payment through the normal state payment process, which is up to 30 days following receipt of approved invoice.

Invoice must include the following:

- Date work was performed;
- Address of job site;
- Brief description of work performed;
- Itemized listing of hours worked, including shoveling and nature of snow removal (ie: rooftop snow removal or perimeter clean up); and
- Hourly rate charged.

Invoices should be sent to:

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

Contractor Initials
Date 12/4/23

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that KAMCO SUPPLY CORP. OF BOSTON is a Massachusetts Profit Corporation registered to do business in New Hampshire as RICKDEN on August 31, 1984. 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: **77796**

Certificate Number: **0006358107**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of December A.D. 2023.

David M. Scanlan

Secretary of State

Certificate of Authority # 1 *(Corporation, Non-Profit Corporation)*

Corporate Resolution

I, Michael Odiorne, **hereby certify** that I am duly elected Clerk/Secretary/Officer of
(Name)
Kamco Supply Corp of Boston, DBA Kamco Lock Solutions. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on December 4, 2023,

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Jon Bossie, Branch Manage (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Kamco Supply Corp. of Boston with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents

which may in his/her judgment be desirable or necessary to effect the purpose of

this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: December 4, 2023 **ATTEST:** Michael Odiorne CFO
(Name & Title)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/15/2023

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
E. K. McConkey & Co. (Valley Forge)
2555 Kingston Road, Suite 100
York PA 17402

CONTACT NAME: Olivia Kay
PHONE (A/C, No, Ext): 484-965-9617 FAX (A/C, No): 484-965-9627
E-MAIL ADDRESS: okay@vfcadvisors.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Comp	16535
INSURER B: Great American Insurance Compa	22136
INSURER C: Travelers Property Casualty Co	25674
INSURER D: Travelers Insurance Company	39357
INSURER E:	
INSURER F:	

INSURED
Kamco Supply Corp. of Boston
dba O'Connor Door
dba Kamco Lock Solutions
181 New Boston St
Woburn MA 01801

COVERAGES **CERTIFICATE NUMBER:** 2020352472 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLO8196343	3/1/2023	3/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Deductible	$ 0
A	AUTOMOBILE LIABILITY			BAP 8196342	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			TUU0664849	3/1/2023	3/1/2024	EACH OCCURRENCE	$ 25,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 25,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC8196344	3/1/2023	3/1/2024	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (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
C	Property			Y-630-5G267026	1/1/2023	1/1/2024	Blanket Limit	111,746,684
D	D&O, EPLI, FIDUCIARY, CRIME			105865083	12/1/2022	12/1/2023	Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Kamco Supply Corp of Boston
181 New Boston Street
Woburn MA 01801

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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