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GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

December 4, 2024

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 a **sole source retroactive** contract with Renvisioning Technology, LLC ("ReV-T"), Canton, MA in the amount not to exceed \$15,000.00 for statewide alarm and access systems testing, maintenance, repairs and monitoring services from May 1, 2024 through November 30, 2024, effective upon Governor and Council approval. 100% Federal funds.

02-027-027-270010-80400000	DEPT OF EMPLOYMENT SECURITY	<u>SFY 2025</u>
048-500226	Contract Repairs, Building & Grounds	\$15,000

EXPLANATION

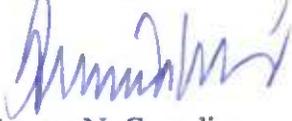
NHES is requesting approval of the attached **sole source, retroactive** agreement for statewide alarm and access systems testing, maintenance, repairs and monitoring services. This contract helps to ensure the safety and security of NHES facilities, staff, and the public.

This request is labeled sole source and retroactive as NHES's previous contractor for these services, ECI Systems, LLC, was partially acquired by ReV-T. However, ECI failed to follow the contractually required process for assignment of these obligations, despite the Department's best efforts. ReV-T began performing some of ECI's obligations beginning May 1, 2024. Due to the critical nature of these services and being essential for the safe and secure operation of the Department's facilities, ReV-T continued to perform these services through the expiration of the ECI's contract term on November 30, 2024.

This contract simply seeks to pay ReV-T for the services provided by ReV-T during the term for which ECI was originally under contract with the Department. Fortunately going forward, there will be a statewide contract for these services starting January 1, 2025. The Department will be participating in this statewide contract and will no longer need the services of ReV-T.

Despite the unorthodox transition of services to ReV-T, both ECI and ReV-T were excellent at performing their work in maintaining safe and secure environments at the Department's facilities, including all of the public facing NH Works locations. Following the security incident at New Hampshire Hospital, these vendors have worked to implement a series of access control improvements that have enhanced the security of Department employees. Given NHES's continued need for these services, NHES allowed ReV-T to perform work that ECI was no longer able to or willing to perform.

Respectfully submitted,



George N. Copadis
Commissioner

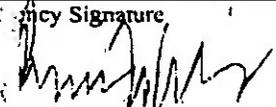
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. 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 Renvisioning Technology, LLC		1.4 Contractor Address 607 Neponset Street Canton, MA 02021	
1.5 Contractor Phone Number 617-657-5747	1.6 Account Unit and Class 80400000-048	1.7 Completion Date 11/30/2024	1.8 Price Limitation \$15,000.00
1.9 Contracting Officer for State Agency George N. Copadis, Commissioner		1.10 State Agency Telephone Number 603-228-4000	
1.11 Contractor Signature  Date: 11/22/24		1.12 Name and Title of Contractor Signatory Michael Cordozo CEO	
1.13 State Agency Signature  Date: 12/4/24		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: <i>Duncan A. Edgar</i> On: December 6, 2024			
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, 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.

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.

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.

EXHIBIT A

SPECIAL PROVISIONS

1 ADDITIONAL PROVISIONS

1.1 TERM & EXTENSION

The agreement will begin May 1, 2024 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.

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.

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

Contractor Initials *ml*

Date *12/11*

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).

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.

Contractor Initials *MC*
Date *10/14*

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)

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

Contractor Initials ^{mc}
Date 12/11

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

Date

MC
12/14

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. 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 Renvisioning Technology, 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. 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

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 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;
- 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.

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

Contractor Initials ML
Date 1/11/11

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.

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. Contractor will conduct weekly communication tests on each connection to include:

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

Contractor will expand the panic lockdown mechanisms at the twelve (12) Local Office Locations.

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

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

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

Contractor Initials *MC*
Date *1/14*

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 *me*
Date *12/14*

EXHIBIT C

METHOD OF PAYMENT

3 PRICE TERMS

3.1 PRICING

The Contract is for a term beginning May 1, 2024 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.

Contractor agrees to provide NHES with the services shown below:

Maintenance and/or replacement of the following alarm and access control system components:

Berlin Local Office

Item	Quantity	Rate	Total
Alarm Testing, Service, and Replacement	1	\$4,087.45	\$4,087.45

Berlin Local Office Total: \$4,087.45

Claremont Local Office

Item	Quantity	Rate	Total
Installation - Removal of second arming button to eliminate arming issues	2.4242424	\$165.00	\$400.00
Trip Charge	1	\$75.00	\$75.00
MK Battery ES7-12SA	1	\$26.92	\$26.92
Installation - Testing and replacement of batteries	1	\$100.00	\$100.00
Trip Charge	1	\$75.00	\$75.00

Claremont Local Office Total: \$676.92

Contractor Initials *RM*
Date *1/12*

Keene Local Office.

Item	Quantity	Rate	Total
MK Battery ES7-12SA	1	\$26.92	\$26.92
Installation – Replacement of batteries	2.50	\$100.00	\$250.00
Trip Charge	1	\$75.00	\$75.00

Keene Local Office Total: \$351.92

Laconia Local Office

Item	Quantity	Rate	Total
S2 Security S2-ACM Lensless Access Control Application Blade	1	\$761.00	\$761.00
Allegion PS902 Power Supply, 2 Amp, 12/24 VDC, Field Selectable	1	\$337.13	\$337.13
Allegion 900-2RS 2 Relay Board Output	1	\$164.81	\$164.81
Allegion 900-BB Battery Backup Board Only	1	\$145.32	\$145.32
MK Battery ES7-12SA MK 12V 7 Amp Battery	2	\$23.50	\$47.00
REnVisioning Technology, LLC Misc Items	1	\$50.00	\$50.00
Installation	1	\$1,600.00	\$1,600.00
Trip Charge	1	\$75.00	\$75.00

Laconia Local Office Total: \$3,180.26

Contractor Initials *me*
Date *1/12*

Manchester Local Office

Item	Quantity	Rate	Total
Netgear GS305P-300NAS Netgear 5 Port Gigabit Ethernet Unmanaged Switch	1	\$78.00	\$78.00
Installation	3	\$100.00	\$300.00
Trip Charge	1	\$75.00	\$75.00

Manchester Local Office Total: \$453.00

Nashua Local Office

Item	Quantity	Rate	Total
S2 Security S2-ACM LenelS2 Access Control Application Blade	1	\$761.00	\$761.00
Allegion PS902 Power Supply, 2 Amp, 12/24 VDC, Field Selectable	1	\$337.13	\$337.13
Allegion 900-2RS 2 Relay Board Output	2	\$164.81	\$329.62
Allegion 900-BB Battery Backup Board Only	1	\$145.32	\$145.32
MK Battery ES7-12SA MK 12V 7 Amp Battery	2	\$23.50	\$47.00
REnVisioning Technology, LLC Misc Items	1	\$150.00	\$150.00
Installation	1	\$1,675.00	\$1,675.00
Power Cycling of S2 Node following repeated card and access issues Installation	.6060606	\$165.00	\$100.00
Power Cycling of S2 Node following repeated card and	.7653061	\$98.00	\$75.00

Contractor Initials *NK*
Date *12/10*

access issues Trip Charge			
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Nashua Local Office Total: \$3,620.07

Portsmouth Local Office

Item	Quantity	Rate	Total
Stock Locks MFSW3-1138-79 Tubular Switch Lock	1	\$90.19	\$90.19
Installation	1.50	\$100.00	\$150.00
Trip Charge	1	\$75.00	\$75.00

Portsmouth Local Office Total: \$315.19

Salem Local Office

Item	Quantity	Rate	Total
Stock Locks MFSW3-1138-79	1	\$90.19	\$90.19
Installation - Rewiring of keyswitch to relay controls and testing	6.50	\$100.00	\$650.00
Trip Charge	1	\$75.00	\$75.00
Front Entry Tie-In Service and Replacement	1	\$1,500.00	\$1,500.00

Salem Local Office Total: \$2,315.19

Contractor Initial *inc*
 Date *12/16*

Total Price Limitation

Berlin Local Office Total	\$4,087.45
Claremont Local Office Total	\$676.92
Keene Local Office Total	\$351.92
Laconia Local Office Total	\$3,180.26
Manchester Local Office Total	\$453.00
Nashua Local Office Total	\$3,620.07
Portsmouth Local Office Total	\$315.19
Salem Local Office Total	\$2,315.19
Total	\$15,000.00

Contract Cost Not to Exceed for the term: **\$15,000.00**

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 *me*
Date *7/11*

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 RENVISIONING TECHNOLOGY, LLC is a Massachusetts Limited Liability Company registered to transact business in New Hampshire on April 29, 2024. 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: 961067

Certificate Number: 0006811514



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of November A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

(Limited partnership, Limited liability professional partnership or LLC)

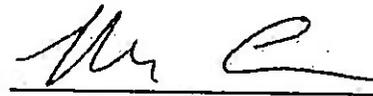
Certificate of Authority #3

Limited Partnership or LLC Certification of Authority

I, Michael Cordova, hereby certify that I am the sole Partner, Member or
(Name)
Manager and the sole officer of Realising Technology, 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: 11/22/24

ATTEST: 
(Name & Title)
Michael Cordova CEO



RENVTEC-01

PSZATHMARY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/22/2024

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 License # 1780862 HUB International New England 600 Longwater Drive Norwell, MA 02061-9146	CONTACT NAME: Donna Canning PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS: Donna.Canning@hubinternational.com
INSURED REnVisioning Technology LLC 607 Neponset Street Canton, MA 02021	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Citizens Insurance Company of America 31534
	INSURER B: Allmerica Financial Benefit Insurance Company 41840
	INSURER C: Travelers Excess and Surplus Lines Company 29696
	INSURER D:
	INSURER E:
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 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	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJE CT <input type="checkbox"/> LOC OTHER:	X	OBNH264661	5/25/2024	5/25/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AWN264651	5/25/2024	5/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		OBNH264661	5/25/2024	5/25/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	W2NH264642	5/25/2024	5/25/2025	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber Liability		TEO-108011288-00	5/25/2024	5/25/2025	Tech & Professional 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 Maintenance and Monitoring
New Hampshire Employment Security is included as additional insured with respect to General Liability, per policy provisions, if requirement is contained in written contract with the named insured and executed prior to a loss/claim/incident.

CERTIFICATE HOLDER New Hampshire Employment Security 45 South Fruit Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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