

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: _____

Company Name: _____

Address: _____

To: Point of Contact:
Telephone:
Email: **prchweb@nh.gov**

**ROBERT B. LAWSON
(603)-271-3147**

RE: Bid Invitation Name:
Bid Number:
Bid Opening Date and Time:

**ACCESS CONTROL IMPROVEMENTS – THAYER BUILDING – SUPPLY & INSTALL
228-15
5/29/15 @ 11:30 AM**

[Insert name of signor] _____, on behalf of _____ [insert name of entity submitting bid (collectively referred to as "Vendor")] hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 228-15 for ACCESS CONTROL IMPROVEMENTS- THAYER BUILDING – SUPPLY & INSTALL at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Opening date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment;
 - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Authorized Signor's Signature _____ **Authorized Signor's Title** _____

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: _____ **STATE:** _____ **ZIP:** _____

On the ____ day of _____, 2015, personally appeared before me, the above named _____, in his/her capacity as authorized representative of _____, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

(Notary Public/Justice of the Peace)

My commission expires: _____ (Date)

**REQUEST FOR BID FOR ACCESS CONTROL IMPROVEMENTS – THAYER BUILDING – SUPPLY & INSTALL FOR
THE STATE OF NEW HAMPSHIRE**

INSTRUCTIONS TO VENDOR:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (the unit price is the price for the unit of purchase required by this bid invitation {i.e. each, case, box, etc.}) and all other required information on your offer. The extension is the unit price multiplied by the quantity required by this bid invitation. Also complete the "Vendor Contact Information" section. Finally, fill out, sign, and notarize page one of the bid invitation.

BID SUBMITTAL

All bids must be submitted on this form or an exact copy, must be typed or clearly printed in ink and must be received on or before the date and time specified on page 1 of this bid. Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property, 25 Capitol Street, Room 102, Concord NH 03301 by **email to PRCHWEB@NH.GOV**. All bids must be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201 AND ASK A PURCHASING ASSISTANT FOR ASSISTANCE OR TO CHECK ON THE STATUS OF YOUR BID RESPONSE.

SPECIFICATIONS:

Complete specifications required are detailed in **SCOPE OF SERVICES** in this bid. In responding to the bid, the vendor shall address all requirements for information as outlined.

VENDOR RESPONSIBILITY:

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

TERMS OF SUBMISSION:

All material received in response to this bid shall become the property of State and will not be returned to the Vendor. Regardless of the Vendors selected, State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

Complete bids shall be filled out on original bid format. Vendors may submit additional paperwork with pricing, but all pricing shall be on bid and in the State's format.

LIABILITY:

The State shall not be held liable for any costs incurred by the vendor in the preparation of their bid or for work performed prior to contract(s) issuance.

CERTIFICATE OF INSURANCE:

Vendors awarded a contract(s) shall be required to submit proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall have appropriate riders against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000.00 per claim and \$2,000,000.00 per incident or \$1,000,000.00 per occurrence and \$1,000,000.00 umbrella. Coverage shall also include automobile liability and workers' compensation.

CONTRACT(S) TERMS AND CONDITIONS:

The vendor's signature on a bid submitted in response to this bid guarantees that all of the State of New Hampshire's Terms and Conditions are accepted by the Vendor.

The form contract(s) P-37 attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this form of contract(s), which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

PUBLIC DISCLOSURE OF BID SUBMISSIONS:

Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a Vendor as confidential. Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Notwithstanding any provision of this RFP/RFB to the contrary, pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, Vendors acknowledge and agree that the State may disclose any and all portions of the bid, proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the bid, proposal or related material will not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality.

By submitting a bid or proposal, the Vendor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Vendor.

TERMINATION:

The State of New Hampshire shall have the right to terminate the contract(s) at any time by giving the successful Vendor a thirty (30) day written notice.

VENDOR CERTIFICATIONS:

ALL Vendors **SHALL** be duly registered as a Vendor authorized to conduct business in the State of New Hampshire. Vendors shall comply with the certifications below at the time of submission and through the term of any contract which results from said bid. Failure to comply shall be grounds for disqualification of bid and/or the termination of any resultant contract:

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Vendor **SHALL** have a completed Vendor Application and Alternate W-9 Form which **SHALL** be on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee):
<http://admin.state.nh.us/purchasing/Contractor.asp>

- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract(s), will **ONLY** be awarded to a Vendor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <http://www.sos.nh.gov/corporate>.
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, by the using agency, the Vendor will have signed by each of employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.

INVOICING:

Invoices shall be submitted after completion of work to the requesting agency. Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance of the work to the State's satisfaction.

BID INQUIRIES:

All questions regarding this bid, including clarifications and proposed specification changes shall be submitted to Robert Lawson, Purchasing Agent, Bureau of Purchase and Property, at robert.lawson@nh.gov, or Telephone number: 603-271-3147. The deadline for all inquiries is 11:00 AM on 5/22/15.

Vendor shall include complete contact information including the vendor's name, telephone number and fax number and e-mail address.

BID DUE DATE:

All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on transmittal letter of this bid. Submissions received after the date and time specified will be marked as "Late" and will not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred and eighty (180) days from the bid due date. A vendor's disclosure or distribution of Bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

VENDOR(S) OPPORTUNITY:

Vendor(s) may also make site visits to any location they chose to bid on if applicable. Vendor(s) are responsible for having ascertained pertinent local conditions, such as equipment conditions, locations, accessibility and general character of the sites knowledge of conditions affecting delivery performance. The act of submitting a bid is to be considered in full acknowledgment that the Vendor(s) is familiar with the conditions and requirements of these specifications.

VENDOR'S RESPONSIBILITY:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (the unit price is the price for the unit of purchase required by this bid invitation {i.e. each, case, box, etc.}) and all other required information on your offer. The extension is the unit price multiplied by the quantity required by this bid invitation. Also complete the "Vendor Contact Information" section. Finally, complete the company information on the "General Conditions and Instructions" page of this bid invitation, then sign the bid in the space provided on that page.

All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on our website at: <http://das.nh.gov/Purchasing/vendorresources.asp>.

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which they wish to participate. It is also the Vendor(s)'s responsibility to access our website for any posted addendum.

The website is update several times per day; it is the responsibility of the prospective Vendor(s) to access the website frequently to ensure no bidding opportunity or addenda are overlooked.

It is the prospective Vendor's responsibility to forward a signed copy (if the form has a signature block) of any addenda to the Bureau of Purchase and Property with the bid response.

INSTRUCTIONS TO VENDOR(S):

Read the entire bid invitation prior to filling it out. In the preparation of your bid response you shall:

- Complete the pricing information in the "Offer" section
- Complete all other required information on your "Offer"
- Complete the "Vendor(s) Contact Information" section
- Complete the company information on the "Transmittal Letter" page, and sign the bid in the space provided on that page. The Transmittal Letter page must be notarized to be an official submission.

IF AWARDED A CONTRACT, The Vendor must complete the following sections of the attached agreement State of New Hampshire Form #P-37;

Section 1.3 Contractor(s) Name

Section 1.4 Contractor(s) Address

Section 1.11 Contractor(s) Signature

Section 1.12 Name & Title of Contractor(s) Signor

Section 1.13 Acknowledgement

Section 1.13.1 Signature of Notary Public or Justice of the Peace

Section 1.13.2 Name & Title of Notary or Justice of the Peace

- Provide certificate of insurance with the minimum limits required as described above on Page 2.
- Provide certificate of workman's comp.
- Provide a certificate of good standing from the NH Secretary of State or proof of your completion of and payment for the start of the registration process.
- Provide a Corporate Resolution or Certificate of Authority. This document provides evidence that the person signing the Contract has the corporate authority to sign such agreements.

BID PRICES:

Bid prices must be in US dollars and must include delivery and all other costs required by this bid invitation. Special charges, surcharges, or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **must be built into your bid price** at the time of the bid.

PAYMENT:

Payments shall be made via ACH. Use the following link to enroll with the State Treasury:

<http://www.nh.gov/treasury/Divisions/DocsForms/Tforms.htm?inc=P>

AWARD:

The award shall be made to the responsible Vendor(s) meeting the criteria established in this RFB and providing the lowest cost in total. The State reserves the right to reject any or all bids or any part thereof. If an award is made it shall be, in the form of a State of New Hampshire Purchase Order (s).

Any resulting contract(s) shall become effective on the date approved by the Commissioner of Department of Administrative Services for the State of New Hampshire.

NOTIFICATION AND AWARD OF CONTRACT(S):

Bid results will not be given by telephone. For Vendors wishing to attend the bid opening; only the names of the vendors submitting responses will be made public. Specific response information will not be given out. Bid results will be made public after final approval of the contract(s).

Bid results may also be viewed on our website at <http://das.nh.gov/purchasing>.

INSTALLATION REQUIREMENTS:

Successful Vendor shall be required to supply, deliver, uncrate, set into place, make all of the final connections, start-up and test all of the equipment awarded in accordance with Bid Specifications.

SITE VISITATION:

Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the site of the intended installation, to determine everything necessary to accomplish the installation. Walk-throughs have been scheduled for Tuesday, May 19, 2015 at 11:00 AM and Thursday, May 21, 2015 at 1:00 PM. Contact Joe Luna at 603 271-9562 with questions **only** regarding the scheduled walk-through. Failure of the bidder to make a site visit does not relieve the bidder of responsibility to fully understand what is necessary to accomplish a successful and complete installation.

SPECIFICATIONS

Where the manufacturer and model(s) for equipment have been identified in this bid, vendors are asked to bid the specific equipment and configurations identified. For those items not specifically identified by make and model, vendors shall offer solutions that meet the capabilities described in the items description.

The specifications indicated in this bid invitation will be considered the minimum requirements. Bidder's offer must meet or exceed these minimum requirements.

The State has the sole right to determine what constitutes an acceptable substitution.

STATE OF NEW HAMPSHIRE

ACCESS CONTROL IMPROVEMENTS THAYER BUILDING 97 PLEASANT STREET CONCORD, NH

GENERAL INSTRUCTIONS AND SCOPE OF SERVICES

GENERAL

The installation required under this Project is door, frame and hardware replacement in an existing facility.

The accepted/winning bidder must be able to demonstrate to the satisfaction of the awarding authority (State of New Hampshire) that all the items bid meet or exceed the minimum required. Items that do not meet the minimum standards will not be accepted and will be grounds for rejection of the bid. Any deviation and or substitution of equipment from the Specification must be resolved through the Inquiries process.

Facility in this Bid:

Installation Location

DHHS
THAYER Building
97 Pleasant Street
Concord, NH

Server Access & Programming

DHHS
Brown Building
129 Pleasant Street
Concord, NH

1. The services requested shall include providing all supervision, materials, equipment, labor, and transportation necessary for the successful completion of the work at the location identified above. Including, but not limited to:
 - a. Installation of access control components, as required, at each door including, but not limited to, card readers, request to exit devices, door position switches, programming, etc.
 - b. Coordination with the Department and the Department's door installation contractor for access control component installation, as required, at each door including, but not limited to, card readers, request to exit devices, door position switches, etc.
2. The Contractor shall complete all the work and shall furnish all labor, materials, tools, equipment, and safety devices necessary to perform the work in the manner specified and within the time period allotted. Contractor shall complete the work to the satisfaction of the State and in accordance with the specifications of the manufacturer(s). All the work, labor, and equipment to be done and furnished under this contract, shall be done and furnished strictly pursuant to, and in conformity with, the specifications of the manufacturer(s), and the directions of the State representatives as given from time to time during the progress of the work under the terms of the contract.

3. The Contractor shall conduct the work during normal business hours (8:00 AM – 4:00 PM).
4. Contractor shall, at his own expense, whenever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.
5. The Contractor shall take all responsibility for the work under this contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. Contractor shall in no way be relieved of his responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue orders. The Contractor shall bear all losses resulting to him or to the State on account of the amount or character of the work, or because of the nature of the area in or on which the work is done different from what was estimated or expected, or account of the weather, elements, or other causes.
6. The Contractor agrees that any damage or injury to buildings, materials, equipment, or to other property during the performance of this service will be repaired by a qualified contractor, approved by the State and at the Contractor's expense immediately upon the request of the State.
7. The Contractor shall employ only competent people and subcontractors, qualified to do the required work. Whenever the State shall notify the Contractor that any person working, in the State's opinion, is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such person shall be replaced and shall not be again employed on this project except with the consent of the State.
8. The State reserves the right to hire or use equipment and personnel other than from the Contractor if the Contractor does not report ready for service within (4) hours to correct any system installation or operation deficiency(s) during the term of this contract. When such equipment and/or personnel other than the Contractor's is employed, any expense incurred shall be borne by the Contractor and such expense shall be deducted from any money due the Contractor.

GENERAL CONDITIONS:

1. Manufacturer's Guarantee: Copies of all manufacturer's written guarantees and warranties shall accompany bids.
2. Manufacturer's MSDS: Material Safety Data Sheets shall be submitted for all proposed materials and shall accompany the Contractor's written bid.
3. Shop Drawings and Product Data Specifications: Contractor shall verify all existing conditions and provide Shop Drawings detailing the proposed installation and relationship with existing construction, prior to beginning the work.
4. Color and/or Style Selections: Color and style of components shall match existing.
5. All bids must individually detail the cost of materials and labor. See ATTACHMENT 1 – Price Response Sheet.
6. Any contradictions between the plan, the written specifications and the actual in-place improvements, the greater or more stringent requirements shall be deemed correct and required by and a part of any Contract resulting from this bid.
7. Prior to the commencement of any work, the Contractor shall meet with the State's authorized representative and fully familiarize themselves with the project.
8. No changes or extra work is to be authorized without written permission from the State's authorized representative.
9. All work is to be performed in a neat and skillful manner, as accepted by the State.
10. All materials are to be installed as per the manufacturer's recommendations and specifications.
11. All work shall be performed as per the Specifications, Proposals, Plans and Attachments. All of the aforementioned items shall be considered as Terms and Conditions of any Contract resulting from this bid.
12. Cooperation and Coordination: Contractor shall cooperate and coordinate all of their work efforts with the State and all other effected trades and subcontractors.
13. At all times the Contractor shall supply adequate personnel, tools, equipment, materials and supplies to fully and efficiently perform the identified scope of services.
14. The contractor shall provide sufficient and secure storage for all of their tools, materials and equipment, as part of any Contract resulting from this bid.
15. The Contractor must notify the State, on a timely basis, of any conditions, coordination conflicts, delivery schedules, etc., which could delay the project's completion or completeness.
16. All daily and final clean-up made necessary by this work shall be the responsibility of the Contractor. All clean up is to be done to the satisfaction of the State. Any clean-up not performed satisfactorily, will be done by others, at the sole expense of the Contractor.
17. All OSHA, DOL and other regulatory requirements are to be met. It is the Contractor's responsibility to maintain safe conditions in the performance of their work.
18. All debris generated as a result of work under this contract is to be properly disposed of by the Contractor. Use of the State's disposal facility and/or container is strictly prohibited.
19. Access to and from the workplace for personnel, equipment, materials and material disposal is to be through a predetermined route as approved by the State.
20. All Conditions: The Contractor shall be responsible for all conditions that will effect or be effected by any Contract resulting from this bid, whether seen or unseen. The Contractor shall remedy any and all conditions as to insure the functionality of this contract's work and the continued functionality of the existing conditions prior to the contract's work.
21. Completeness: Upon the commencement of work at any and all locations, the Contractor shall continue such work in a continuous and uninterrupted manner until the full completion of the work, as defined by the contract and/or the timeline of the contract.
22. The Contractor must furnish all labor, equipment, accessories, and materials in strict accordance with these specifications. All equipment, labor and materials necessary for the proper completion of the work not specified or described herein is deemed part of the specifications.
23. All work shall be performed by skilled and experienced technicians/tradespersons in accordance with the most up-to-date trade practices. Work shall be performed in a professional manner using the best standards and practices of the trade.
24. All shipments of materials shall be made "FOB Destination". There shall be no additional allowances for shipping costs. The contractor shall pay all transportation costs for materials returned due to unsatisfactory operations or materials shipped to replace said returned materials.
25. If the contractor/bidder elects to sub-contract any portion of any Contract resulting from this bid, the contractor/bidder must provide copies of their subcontractor's insurance certificate. Such insurance certificates shall name the State as "additional insured."

SPECIFICATIONS

PART 1 – GENERAL:

- 1) GENERAL SCOPE: Upgrade the existing outdated access control components at the Thayer Building to Honeywell ProWatch 6000 components. All existing Star I and Star II controllers, all existing power supplies and battery back-up units are to be removed and replaced with new Honeywell ProWatch components; any existing coax cabling to existing card readers shall be removed and replaced with 18awg/6conductor – overall shield wire, mechanically fastened to the building structure.
 - a) Contractor shall anticipate reader modules for 28 existing card readers, adding two (2) new DR4201 card readers.
 - b) The Department currently utilizes Pro-Watch Corporate Edition virtual software v4.1
 - i) The required programming portion of this work shall occur at the Brown Building.
 - c) Contractor shall be responsible for coordination with the Bureau of Facilities and Assets Management and/or their designee to perform all system programming, reprogramming, and debugging as required to maintain existing access control at the Thayer Building.
 - i) The contractor shall submit a phasing plan, acceptable to the State, that maintains continued access control within the facility, at all times

- 2) SUBMITTALS:
 - a) MSDS (material safety data sheet) and Product Data Sheets for each type of product to be installed.
 - b) Shop Drawings, details and product data identifying the installation of components required to properly complete the installation(s) required.

- 3) QUALITY ASSURANCE:
 - a) Installer qualifications: Engage experienced and trained personnel to perform work.

- 4) DELIVERY, STORAGE, AND HANDLING:
 - a) Deliver products to Project Site in manufacturer's original unopened cartons and containers, each bearing names of product and manufacturer, project identification, and shipping and handling instructions.
 - b) Store products in dry spaces protected from the weather, with ambient temperatures maintained between 50 and 90 degrees F (10 and 32 deg C).

- 5) PROJECT CONDITIONS:
 - a) Installation shall take place during normal business hours. The State may allow after hours work and/or weekend, if a request is made by the Contractor with sufficient advance notice to allow the State to coordinate the after hours access.
 - b) Do not install products until they are at the same temperature as the space where they are to be installed.

PART 2 – PRODUCTS:

- 1) Access Control System
 - i) Available Products: Subject to compliance with requirements, provide products listed below.

 - ii) Contractor shall furnish and install the equipment, wire, and other materials to provide a fully operational two door addition to the existing Honeywell NexWatch Access Control System at the location identified. The "head-end" at Thayer shall be the DataRoom 258. All equipment installed in Room 258 shall be rack mounted equipment. Contractor shall provide the necessary labor to provide, install and program the new equipment into the existing DHHS Prowatch access control system.
 - (1) Anticipated components may include but are not limited to:
 - (a) Honeywell ProWatch PW-6000 controller(s)
 - (b) Honeywell ProWatch power supply(s)
 - (c) Honeywell readerboard(s), as required
 - (d) Honeywell ProWatch Enclosure(s)
 - (e) Honeywell PW S-4 Suppressor(s) as required for each installation
 - (f) Honeywell PW Ethernet interface
 - (g) Honeywell Adapters
 - (h) Honeywell DR4201 (no logo) proximity readers to match DHHS standard.
 - (i) Honeywell Battery Backup

- (j) Sentrol door contacts
- (k) Detection Systems exit motion detectors
- (l) 1078 Door Position Switches
- (m) Request to Exit devices (T-REX-LT)
- (n) 19" 2 Post Open Rack Enclosure, M6 Cage Nuts and Screws, Black, Steel Frame

2) Door Release Button Console:

- i) At rooms 1102 and 1107, provide and install a total of three (3) desktop audio/video, door release button consoles for remote release of electric strike door at door TH-114
 - (a) Reference Table 3
 - (b) Location of remote release consoles shall be identified by the Department.
- ii) Remote release doors shall be integrated with the Honeywell Prowatch access control system for reporting.
- iii) Intercom Callbox: Provide and install open voice communication system with power supply from one exterior door to two (2) inside stations at the First Floor Rooms 1102 & 1107 .
 - (1) At South Entry Door, provide a weather and vandal resistant door station video/intercom callbox for two way voice communication to two (2) the Reception Area workstations.
 - (a) Push button with speaker/microphone for voice communication with desktop unit(s) at Reception.
 - (b) Provide and install AiPhone JP-DV video/audio door station or equivalent unit acceptable to the Department
 - (2) Provide one (1) intercom communication master station with speaker/microphone and two (2) submaster stations for two way voice communication and door release with door station video/intercom callbox at exterior South Entry door.
 - (a) Provide and install one AiPhone JP-4MED master station (Rm 1102) and two JP-4HD sub master stations (Rm 1107) or equivalent unit acceptable to the Department.
 - (3) System shall not be wireless, shall include power supply as required and provide volume control at inside stations.
 - (4) Miscellaneous devices:
 - (a) Cable, connectors, wire, junction boxes, EMT, pneumatic switches, emergency exit buttons, spacers, etc. shall be provided and installed as required to provide a complete, functional, and code compliant access control system.

3) Access Controlled Doors:

- i) System programming of all access controlled doors shall follow the below Table 3:

TABLE 3

Thayer Access Control: Conversion from Star Controllers										
Reader Number	Reader Module	Enclosure	Door Tag	Door Location	Card Readers	Electric Strike	REX	DPS	Remote Release	Comments
1	1	1	TH-010	N Exit to Courtyard	X	X	X	X	-	
2	1	1	TH-020	N Entry from courtyard	X	X	X	X	-	
3	2	1	TH-021	NW Storage (east)	X	X	X	X	-	
4	2	1	TH-022	N Stair to Storage	X	X	X	X	-	
5	3	1	TH-024	LL NE Basement Access	X	X	X	X	-	
6	3	1	TH-025	SE Stair-Bsmt Access	X	X	X	X	-	
7	4	1	TH-026	SW Stair-Bsmt Access	X	X	X	X	-	
8	4	1	TH-110	NW Bldg Entrance	R	BO	R	R	-	R=relocated card reader
9	5	1	TH-111	No Bldg Entry	X	X	X	X	-	
10	5	1	TH-112	NE Staff Entry	X	X	X	X	-	
11	6	1	TH-113	SE Stair Entry	X	X	X	X	-	
12	6	1	TH-114	So Building Entrance	X	X	X	X	3	Video call box – 3 remote release
13	7	1	TH-115	SW Stair Entry	X	X	X	X	-	
14	7	1	TH-120	N Stair to L1 west	X	X	X	X	-	
15	8	1	TH-121	N Stair to L1 east	X	X	X	X	-	
16	8	1	TH-122	NE Stair to L1	X	X	X	X	-	

17	9	2	TH-123	SE Stair to L1	x	x	x	x	-	
18	9	2	TH-124	SW Stair to L1 east	x	x	x	x	-	
19	10	2	TH-125	SW Stair to L1 west (daycare)	x	x	x	x	-	
20	10	2	TH-126	NW Stair to L1 north	1	1	1	1	-	
21	11	2	TH-190	NW Elevator	1	-	-	-	-	3 stop elevator (LL, L1,L 2)
22	11	2	TH-192	So Elevator	1	-	-	-	-	4 stop elevator (LL, L1, L2, L3
23	12	2	TH-220	No Stair to L2	x	x	x	x	-	
24	12	2	TH-221	No Stair to L2	x	x	x	x	-	
25	13	2	TH-222	NE Stair L2	x	x	x	x	-	
26	13	2	TH-223	SE Stair L2	x	x	x	x	-	
27	14	2	TH-224	SW Stair L2	x	x	x	x	-	
28	14	2	TH-323	SE Stair L3	x	x	x	x	-	
29	15	2	TH-324	SW Stair L3	x	x	x	x	-	
30	15	2								
31	16	2	TH-070	N Entry from courtyard	x	x	x	x	-	
32	16	2	TH-170	S Entry from courtyard	x	x	x	x	-	

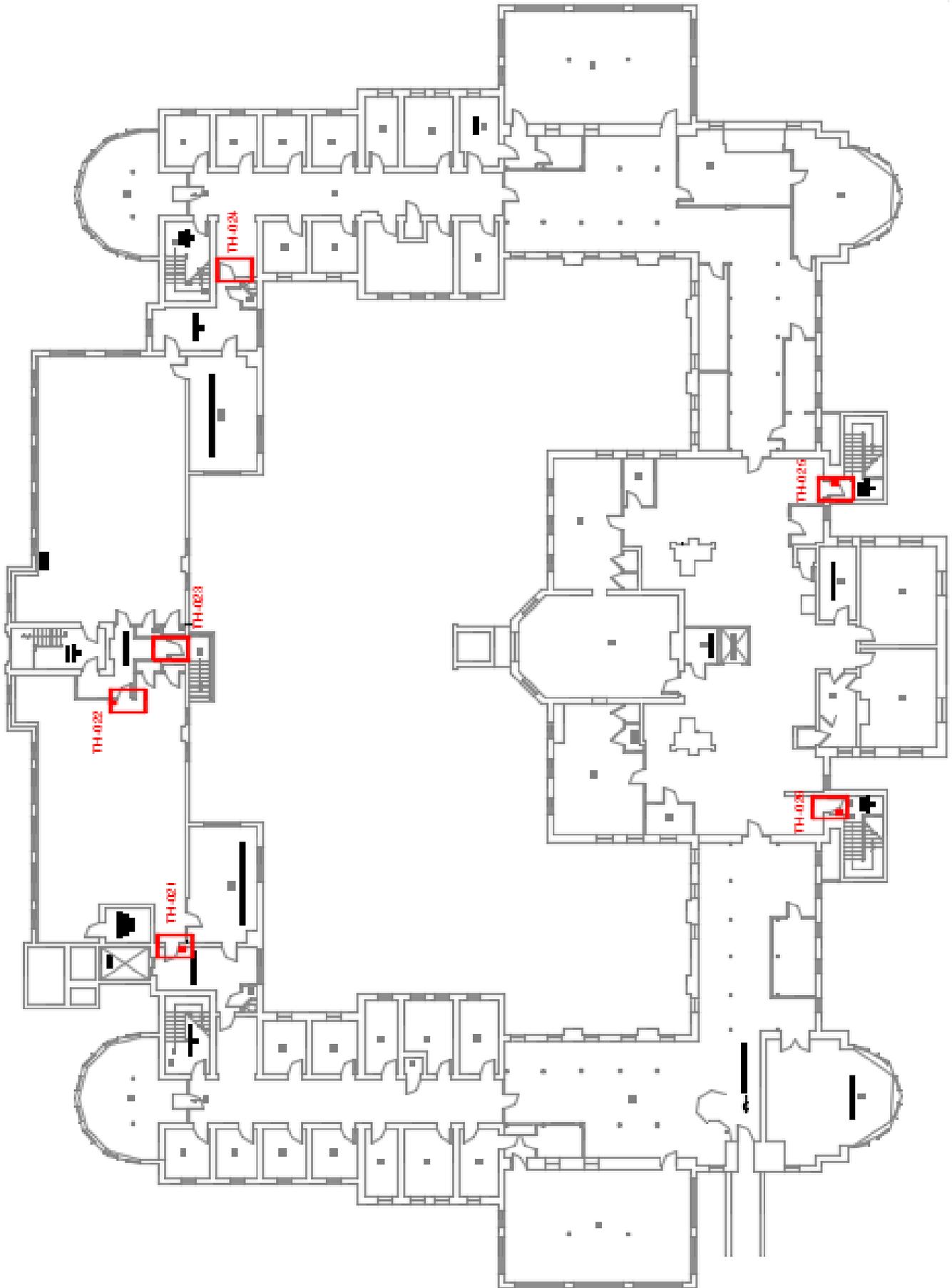
KEY:		
x	=	Exist'g reader on exist'g Star Controller
bo	=	supplied and installed by others
1	=	Qty supplied and installed under this contract

PART 3 – EXECUTION:

1. Cutting and Patching: The Contractor shall be responsible for cutting, fitting or patching as required to complete the Work or to make its parts fit together properly. Cut existing construction using methods least likely to damage elements retained or adjoining construction. Patch with durable seams that are as invisible as possible. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching
2. All required wiring and EMT shall be installed in accordance with the National Electric Code. All wire to be concealed in walls, above drop ceilings, and installed in EMT.
3. All electric strikes required to be furnished, and installed under this contract shall be installed in accordance with all applicable state and local codes and ordinances. Final electric strike model type to be reviewed with the State.
4. Review coordination requirements for access control with the State.
5. Installation Locations:
 - a. As shown on the attached graphics (Reference Attachment A.1.1)
 - b. The Contractor is responsible to provide all hardware as may be required to facilitate installation of access control components (by others) required for this installation.

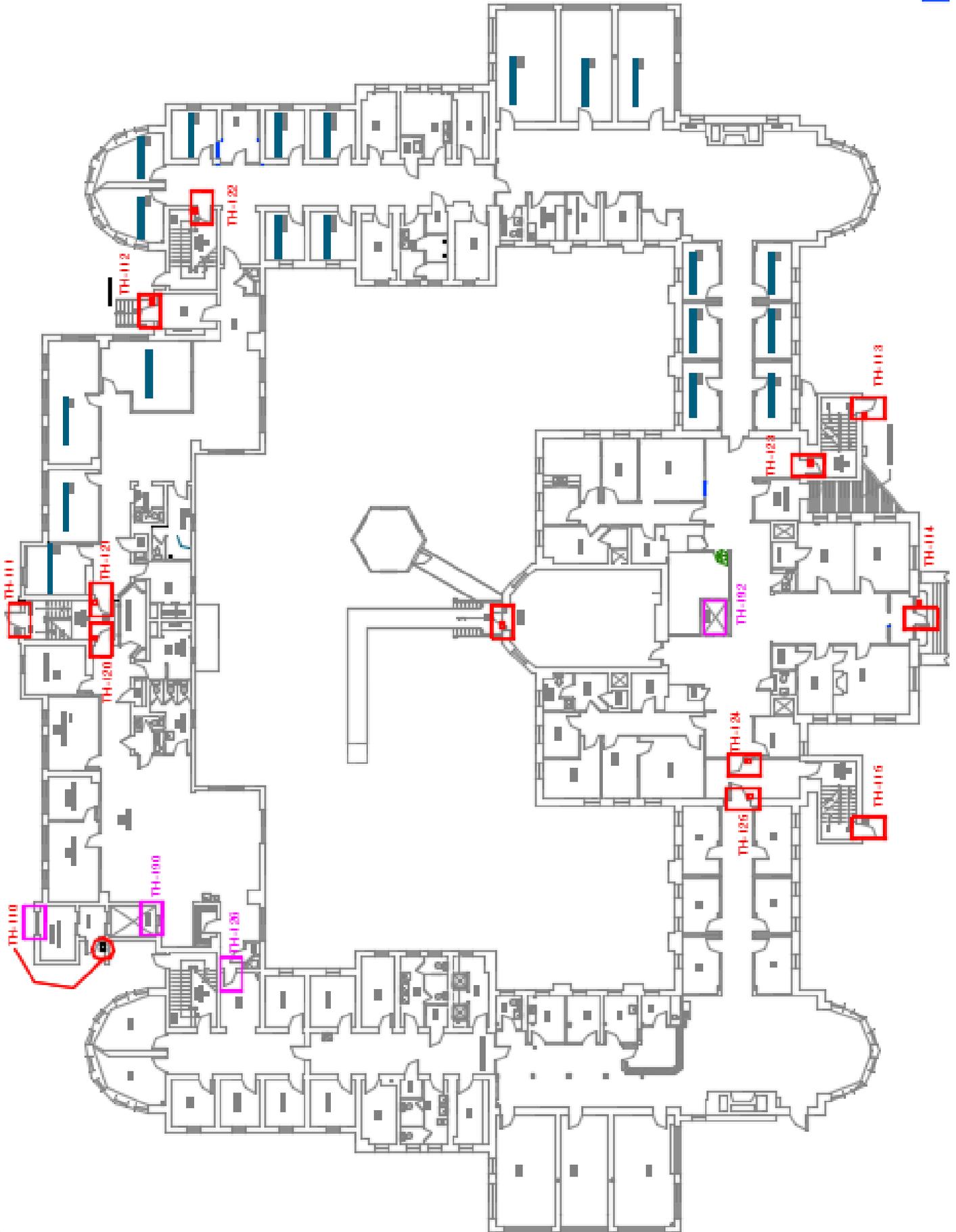
ATTACHMENT A.1.0

Lower Level Door Location Plan

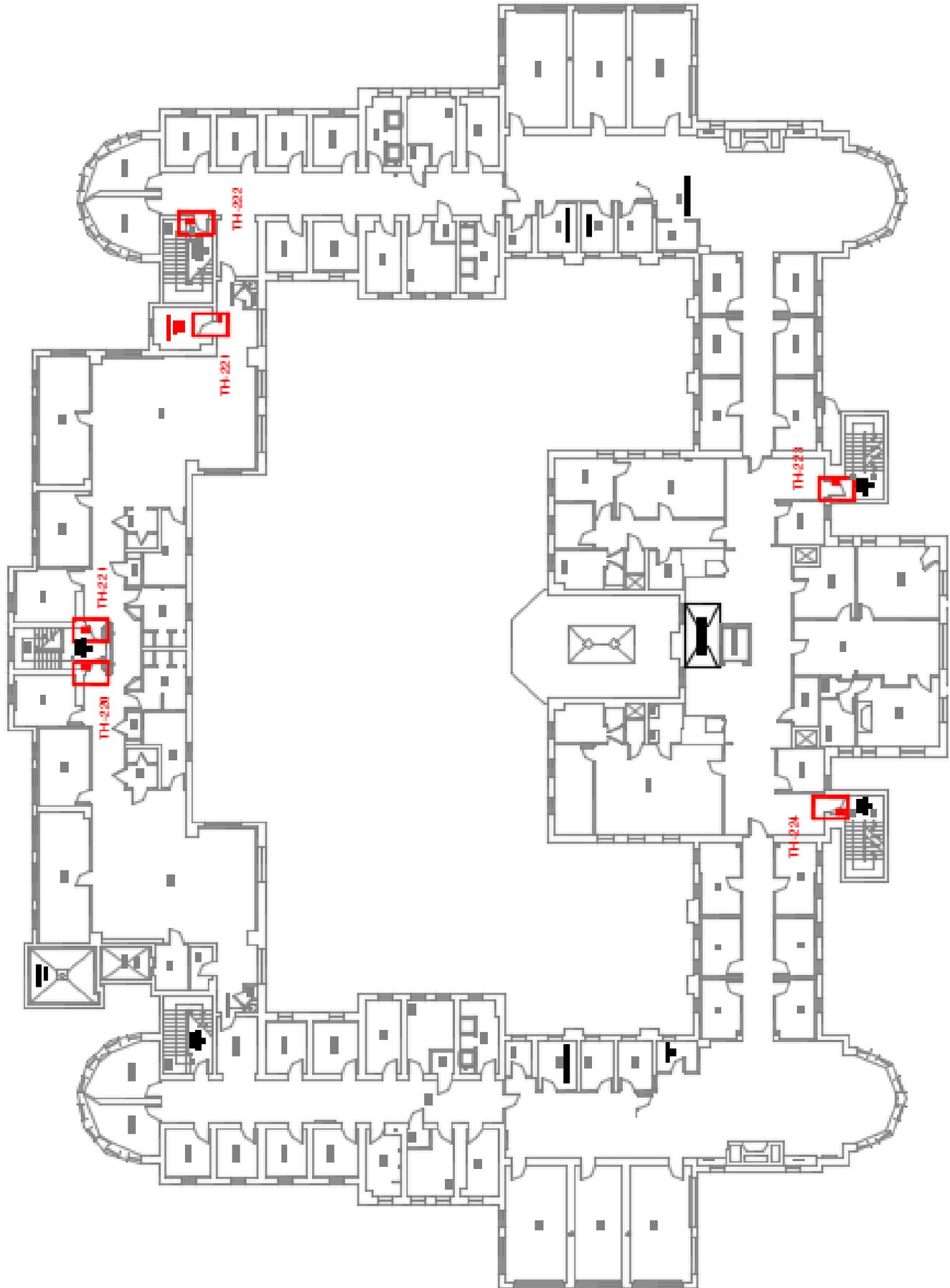


ATTACHMENT A.1.1

First Floor Door Location Plan

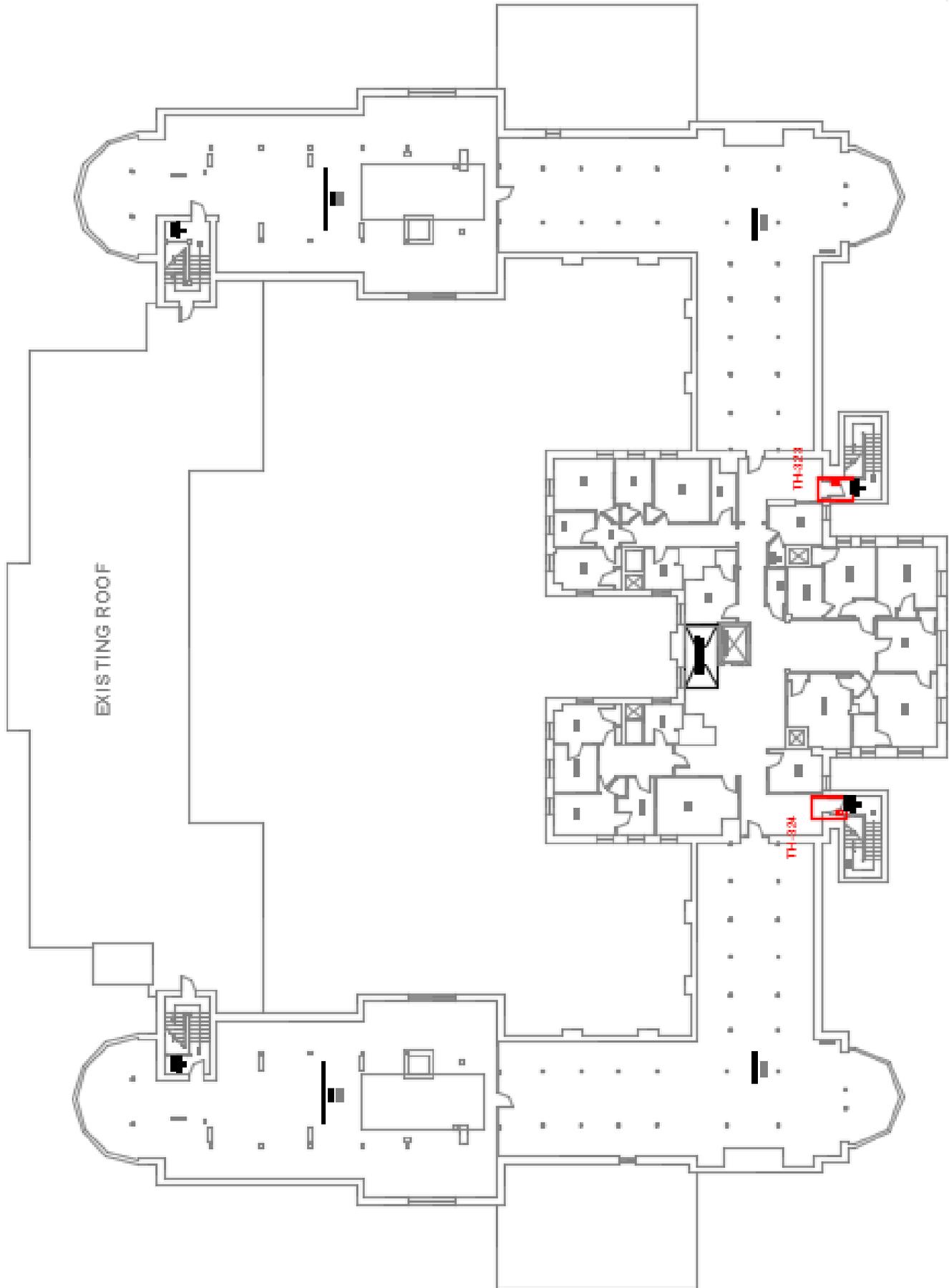


ATTACHMENT A.1.2
Second Floor Door Location Plan



ATTACHMENT A.1.3

Third Floor Door Location Plan



F.O.B.:

The F.O.B. shall be destination to the following delivery point:

Dept. of Health and Human Svcs.
Thayer Building
97 Pleasant St.
Concord, NH 03301

REQUISITION NO.: 155626

SUB-CONTRACTORS:

If **sub-contractors** are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing.

WARRANTY REQUIREMENTS:

The successful Vendor(s) shall be required to warranty all of the equipment awarded for a period of not less than two (2) years, from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

OBLIGATIONS and LIABILITY OF THE VENDOR:

The Vendor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. Vendor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this contract(s), shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract(s) and also in accordance with contract(s) drawings.

The Vendor shall take all responsibility for the work under this contract(s); for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Vendor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.

The Vendor agrees that any damage or injury to buildings, materials, and equipment or to other property during the performance of this service will be repaired at their own expense.

DELIVERY TIME:

Note: Delivery and installation is to be accomplished no later than July 25, 2015. However delivery/installation will be accepted sooner.

TRAINING:

Vendor shall provide onsite Training on the use of the system not to exceed four (4) hours total.

PERFORMING SERVICES:

The Vendor will perform all services according to the requirements and specifications of this bid.

OFFER: The undersigned hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with general and detailed specifications included herewith.

ATTACHMENT 1

PRICE RESPONSE SHEET

Prices for the specified equipment **MUST** be entered on the following Price Response sheets. Vendors **MUST** provide pricing for **ALL** items specified to be considered for award. Vendors may **NOT** submit pricing in any format other than the tables provided. Do not asterisk items or make other notations. If you have questions resolve them through the Inquiries process stated earlier in this document. Bid prices must be FOB Destination.

Vendors MUST complete the unit pricing and extended price for all items listed in Table 1. Any missing pricing, and notations other than a listed dollar amount, may cause that Bid to be rejected.

**TABLE 1
Access Control Improvements at Thayer Building**

Successful bidder hereby offers to sell the required items to the State of New Hampshire at the following price(s):

<u>ITEM DESCRIPTION</u>			EXTENDED PRICE
New/Upgrade Access Control Equipment			\$
Installation			\$
Material & Installation WARRANTY			\$
Training			\$
		TOTAL	\$

VENDOR CONTACT INFORMATION:

The following information is for this office to be able to contact a person knowledgeable of your bid response, and who can answer questions regarding it:

_____	_____	_____
Contact Person	Telephone Number	Toll Free Telephone Number
_____	_____	_____
Fax Number	E-mail Address	Company Website
_____	_____	
Vendor Company Name	DUNS #	

Note: To be considered, bid must be signed and notarized on front cover sheet in the space provided.

Subject: Sample (To be completed at time of award)

1.0 AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Vendor Name		1.4 Vendor Address	
1.5 Vendor Phone #	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contract(s)ing Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Vendor Signature		1.12 Name and Title of Vendor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF VENDOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages Vendor identified in block 1.3 ("Vendor") to perform, and the Vendor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Vendor commences the Services prior to the Effective Date, all Services performed by the Vendor prior to the Effective Date shall be performed at the sole risk of the Vendor, and in the event that this Agreement does not become effective, the State shall have no liability to the Vendor, including without limitation, any obligation to pay the Vendor for any costs incurred or Services performed. Vendor shall complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Vendor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT(S) PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract(s) price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract(s) price shall be the only and the complete reimbursement to the Vendor for all expenses, of whatever nature incurred by the Vendor in the performance hereof, and shall be the only and the complete compensation to the Vendor for the Services. The State shall have no liability to the Vendor other than the contract(s) price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Vendor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Vendor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Vendor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Vendor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Vendor further agrees to permit the State or United States access to any of the Vendor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Vendor shall at its own expense provide all personnel necessary to perform the Services. The Vendor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Vendor shall not hire, and shall not permit any subvendor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contract(s)ing Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contract(s)ing Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Vendor 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 Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Vendor notice of termination;

8.2.2 give the Vendor 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(s) price which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor;

8.2.3 set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Vendor shall deliver to the Contract(s)ing Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract(s) price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. VENDOR'S RELATION TO THE STATE. In the performance of this Agreement the Vendor is in all respects an independent Vendor, and is neither an agent nor an employee of the State. Neither the Vendor 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/SUBCONTRACT(S)S. The Vendor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontract(s)ed by the Vendor without the prior written consent of the State.

13. INDEMNIFICATION. The Vendor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Vendor shall, at its sole expense, obtain and maintain in force, and shall require any subvendor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Vendor shall furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Vendor shall also furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contract(s)ing Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Vendor agrees, certifies and warrants that the Vendor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, Vendor shall maintain, and require any subVendor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Vendor shall furnish the Contract(s)ing Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Vendor, or any subVendor or employee of Vendor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Vendor.

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.