



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

OFFICE OF THE COMMISSIONER

25 Capitol Street – Room 120
Concord, New Hampshire 03301

LINDA M. HODGDON
Commissioner
(603) 271-3201

July 2, 2013

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

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Net Technologies, Inc. of Amesbury, MA, (Vendor Code 250032 B001), for the provision of Closed Circuit Television (CCTV) Maintenance and Repair Services. This contract shall begin upon Governor and Executive Council approval, for the period effective August 1, 2013 through July 31, 2016. The price limitation of this contract is \$50,000.00.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds in a specific PAU to cover the requested service.

EXPLANATION

The State currently utilizes two contracts for CCTV Maintenance and Repair Services which expire on July 31, 2013. In order to provide for the continuation of these essential services the Department, through the Bureau of Purchase and Property, released a solicitation for bids on May 29, 2013. The Bid was advertised in a statewide newspaper and on the Purchase and Property website. Attached are the results of the bid.

It is the Department's intent to enter into multiple contracts with various vendors in order to ensure optimal coverage for the utilizing State agencies. This is one of two contracts that the Department is bringing forward for approval. The proposed contracts are to be awarded to bidders meeting the minimum requirements to cover the three regions dividing up the State with certified technicians and awarded by lowest rate per region.

The CCTV maintenance and repair services are important to the security of buildings throughout the State where agencies conduct business. Based on the foregoing, I am respectfully recommending approval of the contract with Net Technologies, Inc.

Respectfully Submitted,

Linda M. Hodgdon
Commissioner

STATE OF NEW HAMPSHIRE
Bureau of Purchase and Property
Bid # 1545-14
DATE: 6/17/13 @ 1:30 PM

CCTV Maintenance and Repair Services
Statewide Contract

Arcomm Communications Corporation			Vendor:
	Region 1 Evaluation # of Hrs	Technical Rate/Hr	
M-F 8-4:30PM	100	\$73.00	\$7,300.00
M-F Overtime	10	\$109.50	\$1,095.00
Weekend & Holidays	10	\$146.00	\$1,460.00
TOTAL:			\$9,855.00
	Region 2 Evaluation # of Hrs	Technical Rate/Hr	
M-F 8-4:30PM	200	\$60.00	\$12,000.00
M-F Overtime	20	\$90.00	\$1,800.00
Weekend & Holidays	10	\$120.00	\$1,200.00
TOTAL:			\$15,000.00
	Region 3 Evaluation # of Hrs	Technical Rate/Hr	
M-F 8-4:30PM	100	\$60.00	\$6,000.00
M-F Overtime	10	\$90.00	\$900.00
Weekend & Holidays	10	\$120.00	\$1,200.00
TOTAL:			\$8,100.00

Total Security Maintenance Works			Vendor:
	Region 1 Evaluation # of Hrs	Technical Rate/Hr	
M-F 8-4:30PM	100	\$126.50	\$12,650.00
M-F Overtime	10	\$147.76	\$1,477.60
Weekend & Holidays	10	\$147.76	\$1,477.60
TOTAL:			\$15,605.20
	Region 2 Evaluation # of Hrs	Technical Rate/Hr	
M-F 8-4:30PM	200	\$126.50	\$25,300.00
M-F Overtime	20	\$147.76	\$2,955.20
Weekend & Holidays	10	\$147.76	\$1,477.60
TOTAL:			\$29,732.80
	Region 3 Evaluation # of Hrs	Technical Rate/Hr	
M-F 8-4:30PM	100	\$126.50	\$12,650.00
M-F Overtime	10	\$147.76	\$1,477.60
Weekend & Holidays	10	\$147.76	\$1,477.60
TOTAL:			\$15,605.20

Net Technologies			Vendor:
	Region 1 Evaluation # of Hrs	Technical Rate/Hr	
M-F 8-4:30PM	100	\$75.00	\$7,500.00
M-F Overtime	10	\$102.00	\$1,020.00
Weekend & Holidays	10	\$117.00	\$1,170.00
TOTAL:			\$9,690.00
	Region 2 Evaluation # of Hrs	Technical Rate/Hr	
M-F 8-4:30PM	200	\$77.00	\$15,400.00
M-F Overtime	20	\$104.00	\$2,080.00
Weekend & Holidays	10	\$120.00	\$1,200.00
TOTAL:			\$18,680.00
	Region 3 Evaluation # of Hrs	Technical Rate/Hr	
M-F 8-4:30PM	100	\$79.00	\$7,900.00
M-F Overtime	10	\$107.00	\$1,070.00
Weekend & Holidays	10	\$125.00	\$1,250.00
TOTAL:			\$10,220.00

SIGNET Electronic Systems			Vendor:
Region 1			
	Evaluation # of Hrs	Technical Rate/Hr	
M-F 8-4:30PM	100	\$120.00	\$12,000.00
M-F Overtime	10	\$180.00	\$1,800.00
Weekend & Holidays	10	\$180.00	\$1,800.00
		TOTAL:	\$15,600.00
Region 2			
	Evaluation # of Hrs	Technical Rate/Hr	
M-F 8-4:30PM	200	\$120.00	\$24,000.00
M-F Overtime	20	\$180.00	\$3,600.00
Weekend & Holidays	10	\$180.00	\$1,800.00
		TOTAL:	\$29,400.00
Region 3			
	Evaluation # of Hrs	Technical Rate/Hr	
M-F 8-4:30PM	100	\$120.00	\$12,000.00
M-F Overtime	10	\$180.00	\$1,800.00
Weekend & Holidays	10	\$180.00	\$1,800.00
		TOTAL:	\$15,600.00
Indicates award made to this vendor			

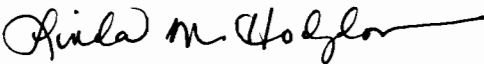
Subject: CCTV Maintenance and Repair Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Net Technologies, Inc.		1.4 Contractor Address 110 Haverhill Rd., Suite 230 Amesbury, MA 01913	
1.5 Contractor Phone Number (978)517-4123	1.6 Account Number	1.7 Completion Date July 31, 2016	1.8 Price Limitation \$50,000.00
1.9 Contracting Officer for State Agency Paul A. Rhodes, Purchasing Agent		1.10 State Agency Telephone Number 603-271-3350	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Brian Sullivan, President	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Essex</u> On <u>July 8th, 2013</u> , 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]  Commission Expires <u>10/10/2019</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Scott Greenler, Office Manager</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Nick Brun</u> On: <u>2/12/13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

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

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

PURPOSE

Net Technologies, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire with CCTV Maintenance and Repair Services for in accordance with NH State Proposal Bid #1545-14 and described herein.

TERM

This contract shall commence upon the approval of Governor and Executive Council through July 31, 2016, a period of approximately three (3) years. This agreement may be extended for additional periods under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the State, with the approval of the Governor and Executive Council, but shall not to exceed five (5) years.

The State of New Hampshire shall have the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

SCOPE OF WORK

All standard services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:30 P.M unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten (10) days advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

Maintenance Services shall include but not be limited to:

- As needed Break/Fix Repairs
- As needed Testing/Inspection and Cleaning
- Annual Maintenance/Cleaning
- Required response time is twenty-four (24) hours from initial call
- Onsite within forty-eight (48) hours.

Emergency request services performed under this Contract shall consider 8:00 A.M. through 4:30 P.M. as the standard work hours. Any work performed outside this time frame shall be considered overtime hours.

24/7 Emergency Repairs

- Vendor shall quote standard hour rate, 8:00 AM through 4:30 PM, and overtime/weekend/holiday rate.
- All labor rates shall start when personnel arrives at the work site and end when personnel leaves the work site.
- There shall be no Mileage charges allowed.
- Vendor shall provide one (1) dispatch phone number that shall be available 24/7.
- Vendor acknowledgement of emergency request shall not exceed twenty (20) minutes from initial phone request.
- Maximum emergency response time shall not exceed four (4) hours for arrival to requesting location.
- Equipment shall be repaired within 48 hours, unless otherwise noted by the agency.

Contact Information:

Contract Manager: Scott Greenler

24/7 dispatch number: 800-905-3049

All repair parts shall not to exceed 20% markup of Contractor's cost, and must be itemized as specified on the Invoicing section of this Contract.

The Contractor shall not commence work until a conference is held with the utilizing agency, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency (State).

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 at their own expense.

The State shall require correction of defective work or damages to any part of the building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall place in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees deemed as incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work deemed to be contrary to the public interest or inconsistent with the best interest of security.

The Contractor, or their personnel, shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor shall furnish all personnel with uniforms, which shall be neat and clean in appearance with picture identification that is visible at all times.

The Contractor's personnel shall be allowed only in areas where work is being performed. The use of State telephones is prohibited.

The Contractor shall employ a sufficient number of trained technicians to provide the services requested by the State and to complete them on time as scheduled.

Any equipment found to be defective as a result of inspections, shall be reported immediately to the site contact person.

Replacement equipment shall be approved by the agency site contact. Only replacement of existing equipment shall be allowed, no new/additional equipment may be purchased against this Contract.

Replacement equipment shall have a minimum warranty of one (1) year.

The Contractor shall make emergency services available twenty-four (24) hours per day, seven (7) days per week.

The Contractor shall see that all system testing and maintenance service shall be accomplished in accordance with the applicable codes, manufacturer recommendations and any State or Local codes and regulations.

After completion of an inspection the Contractor shall inform the appropriate site contact person when equipment needs repairs to ensure systems are 100% functional.

The Contractor shall secure and pay for all permits, inspections and licenses necessary for the execution of their work.

The Contractor shall at his own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.

Each individual agency may request the Contractor to provide security clearance and/or background checks for any and all Contractor representatives that may work in their facilities.

The Contractor shall maintain or have readily available spare parts and properly trained personnel to support the equipment at the Contractor's cost throughout the duration of the contract.

The Contractor shall, in performing the services as described herein, utilize technicians skilled in the service of the described systems. The Contractor shall have in his/her employment a sufficient number of trained technicians so that all service calls are answered promptly.

The Contractor shall present after each scheduled or emergency call and before leaving the job site, a written summary of the work performed and obtain the State's signature thereon.

The Contractor shall provide only replacement parts that are new and of the same quality and brand name as that being replaced. Substitutions shall be permitted only with prior written authorization of the site contact person.

All repair services shall be conducted in full compliance with all specified standards in a manner equal to or better than the normal safety and security procedures and standards established by the State, and at no time shall state facilities or its occupants be placed in jeopardy.

The State shall be responsible to provide reasonable means of access to all equipment covered by any contract resulting from this bid.

The State reserves the right to require the Contractor to train, counsel or reassign any employee whose actions or appearance are not consistent with the standards of the State and in the best interest of the customers utilizing the Contractor services.

The Contractor shall perform as requested inspections, testing, cleaning and adjusting of system components including video recording equipment. If requested as part of these services a test recording shall be made on each piece of recording equipment and shall be left with the Facility

Contact person. Contractor must provide to the site contact person a listing of the devices tested and proof of testing.

Damage

- A. The Contractor will agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work.
- B. The Contractor will agree that any damage to the building(s), materials, equipment or other property during the performance of the service will be repaired at their expense.

Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transactions

The Contractor certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

Confidentiality & Criminal Record

If applicable, by the using agency, the Contractor and their employees and Sub-Contractors will be required to sign and submit a CONFIDENTIAL NATURE OF DEPARTMENT RECORDS FORM, and a CRIMINAL AUTHORIZATION RECORDS FORM. These forms shall be provided by the using agency, prior to any work being done.

Insurance

The Contractor shall furnish a Certificate of Insurance as evidence of the existence of 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 incident. The Contractor also agrees to maintain workers' compensation and employer's liability insurance for all employees of the contractor engaged in the performance of the agreement.

Certificate of insurance amounts must be met as per the P-37, section 14.2 and the holder is identified not simply "state of NH" but the agency, agency contact person or successor as noted in 1.9 of the P-37 with the full address listed and certificate identifies that the insurance cannot be cancelled until the State receives 10 day prior written notice.

EXHIBIT B

CONTRACT PRICE

The Contractor hereby agrees to provide CCTV maintenance and repair services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed price of \$50,000.00; this figure shall not be considered a guaranteed or minimum figure, however it shall be considered a maximum figure from the effective date of through the expiration date set as July 31, 2016.

PRICING:

REGIONS SHALL BE DEFINED AS FOLLOWS:

- REGION 1**, The counties of Coos, Carroll, Belknap and Grafton New Hampshire
- REGION 2**, Concord, New Hampshire area (Including all sites within 10 aerial miles of the State House)
- REGION 3**, All areas south of Region 1 excluding Region 2

REGION 1	
REGION 1 - TECHNICIAN RATES <i>Includes the counties of Coos, Carroll, Belknap and Grafton</i>	TECHNICIAN COST PER HOUR
Work performed Monday through Friday 8:00 A.M. to 4:30 P.M., excluding State holidays*	\$75.00
Work performed Monday through Friday, 4:30 P.M. to 8:00 A.M. and any time on Saturday, excluding State holidays*	\$102.00
Work performed at any time on Sundays or State holidays*	\$117.00

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.

It shall be responsibility of the Contractor to generate a detailed Time and Material (T&M) work sheet for each service visit. This form shall be produced in duplicate and shall be signed by the State's representative on site at the time of job completion, verifying that the stated activity was completed in the time stated on the T&M sheet. One copy of the T&M sheet shall remain with the site contact. A second copy shall accompany the invoice to the State. Invoices without an accompanying signed T&M form shall be rejected.

In instances where equipment is supplied as part of a service visit, the Contractor shall supply copies of itemized invoices with its billing to the State for verification of costs. Lack of itemized invoices shall result in the State's refusal to accept Contractor bills. The Contractor shall supply all such items at a cost not to exceed 20% markup of Contractor's cost.

The invoice shall be sent to the address of the using agency under agreement.

Contractor Initials BMM
Date 7/2/13

EXHIBIT C

SPECIAL PROVISIONS

Delete Paragraph 14.1.1 and substitute the following: "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 \$1,000,000 per incident and no less than \$1,000,000 in excess/umbrella liability each occurrence; and".

CERTIFICATE OF AUTHORITY/VOTE
(Corporation with Notary Seal)

I, Karen Chandler, do hereby certify that:
(Name of Clerk of the Corporation, can not be the one who signed the contract)

1. I am a duly elected Clerk of Net Technologies, Inc.
(The Corporation)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on July 8, 2013.
(Date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, Division of Administration, for the provision of CCTV Maintenance & Repair services.

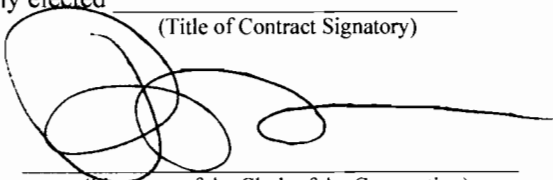
RESOLVED: That the President
(Title of one who signed the contract)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of July 8, 2013.
(Date Contract Signed)

4. Brian Sullivan (is/are) the duly elected President
(Name of Contact Signatory) (Title of Contract Signatory)

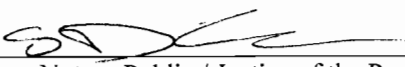
of the Corporation.


(Signature of the Clerk of the Corporation)

STATE OF Massachusetts
County of Essex

The foregoing instrument was acknowledged before me this 8th day of July, 2013, by Karen Chandler.
(Name of person signing above, Clerk of the Corporation)

(NOTARY SEAL)


Notary Public / Justice of the Peace

Commission Expires: 10/10/2014

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Net Technologies, Inc. doing business in New Hampshire as Net Technologies of Massachusetts, a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on May 24, 2011. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of July, A.D. 2013

A handwritten signature in cursive script, appearing to read "Wm Gardner", written in black ink.

William M. Gardner
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

OP ID: KM

DATE (MM/DD/YYYY)

07/02/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eastern States Insurance Agency, Inc. 50 Prospect Street Waltham, MA 02453		781-642-9000 781-647-3670	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: SPSNE-1		FAX (A/C, No):
INSURED Net Technologies, Inc 110 Haverhill Road Amesbury, MA 01913		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A : The Hartford Group			19682
		INSURER B : Starr Indemnity & Liability Co			38318
		INSURER C :			
		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		ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY				08CSEQU1231	09/01/12	09/01/13	EACH OCCURRENCE	\$ 1,000,000
	☒	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	☐	CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$ 10,000
	☒	Completed Ops.						PERSONAL & ADV INJURY	\$ 1,000,000
	☐							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER							PRODUCTS - COMPI/OP AGG	\$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC								\$
A	AUTOMOBILE LIABILITY				08MCPQU1232	09/01/12	09/01/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒	ANY AUTO						BODILY INJURY (Per person)	\$
	☐	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	☐	SCHEDULED AUTOS						PROPRTY DAMAGE (Per accident)	\$
	☐	HIRED AUTOS							\$
	☐	NON-OWNED AUTOS							\$
	☐								\$
B	UMBRELLA LIAB	☒ OCCUR			SISCCCL01575212	09/01/12	09/01/13	EACH OCCURRENCE	\$ 10,000,000
	☒ EXCESS LIAB	☐ CLAIMS-MADE						AGGREGATE	\$ 10,000,000
	DEDUCTIBLE								\$
	RETENTION \$								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A		08 WEQT3068	01/01/13	01/01/14	☒ WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E L EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E L DISEASE - EA EMPLOYEE	\$ 500,000
								E L DISEASE - POLICY LIMIT	\$ 500,000
A	Auto Physical Damage				08MCPQU1232	09/01/12	09/01/13	Comp/Coll Deduct	1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
10 days notice of cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

CERTIFICATE HOLDER NHSTATE State of NH Admin. Services State House Annex, Room 102 Paul A. Rhodes or Successor 25 Capitol Street Concord, NH 03301	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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