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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 120
Concord, New Hampshire 03301
Office@das.nh.gov

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Joseph B. Bouchard
Assistant Commissioner
(603) 271-3204

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Deputy Commissioner
(603) 271-2059

June 14, 2021

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Arcomm Communications Corporation, 462 West Main Street, Hillsborough, New Hampshire. (Vendor No. 156643), with a price limitation of $80,000.00, for Video and Closed Circuit Television (CCTV) Surveillance Systems Maintenance and Repair Services. The term shall be effective upon Governor and Council approval and ending on July 31, 2024 with the option to extend for two (2) additional one-year extension terms.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The Department of Administrative Service, through the Bureau of Purchase and Property, issued a request for bid 2403-21 on December 11, 2020 with responses due on January 28, 2021. An additional request for bid, 2448-21, was issued on March 24, 2021 with responses due on April 8, 2021 for services at one additional location.

This contract was sought in order to perform various preventative maintenance and repair services for the State's video and CCTV surveillance systems. Award was based on the lowest compliant cost by location.

Based on the foregoing, I am respectfully recommending approval of the contract with Arcomm Communications Corporation.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2210

Bid Description	CCTV	Agency:	Statewide
Bid #	2403-21	Requisition: #	N/A
Agent Name	Ryan Aubert	Bid Closing:	1/28/2021 10:00 AM

Agency Name	Arcomm
Department of Transportation	
NH DOT - District 1	$ 2,721.00
epartment of Transportation - Bureau of Turnpik	
Hooksett Ramp Toll Plaza	$ 495.00
Hooksett Ramp Main Toll Plaza	$ 2,655.00
Merrimack Industrial	$ 1,305.00
Rochester Toll	$ 1,686.00
Bedford Toll Plaza	$ 1,575.00
Dover Toll	$ 1,686.00
Hampton Main Toll Plaza	$ 1,686.00
Hampton Side Toll Plaza	$ 1,686.00
Total	$ 12,774.00
Department of Transportation - Bureau of Rail &	
Concord Bus Terminal and Park & Ride Lot (I-93 Exit 14)	$ 2,544.00
Dover Bus Terminal and Park & Ride Lot (Spaulding Turnpike Exit 9)	$ 1,956.00
Londonderry Bus Terminal and Park & Ride Lot (I-93 Exit 4)	$ 1,575.00
Londonderry Bus Terminal and Park & Ride Lot (I-93 Exit 5)	$ 3,465.00
Londonderry Bus Maintenance (I-93 Exit 5)	$ 2,115.00
Nashua Bus Terminal and Park & Ride Lot (FEE Exit 8)	$ 3,690.00
New London park & Ride Lot (I-89 Exit 12)	$ 1,305.00
Porstmouth Bus Terminal and Park & Ride Lot (I-95 Exit 3)	$ 4,230.00
Salem Bus Terminal and Park & Ride Lot (I-93 Exit 2)	$ 1,530.00
Total	$ 22,410.00
NH Department of Justice	
NH DOJ	$ 3,735.00
Department of Corrections	
North End House	$ 1,464.00
Shea Farm	$ 1,464.00
Calumet	$ 1,575.00
Total	$ 4,503.00

Indicates Award Made	

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address State House Annex 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Arcomm Communications Corporation		1.4 Contractor Address 462 W. Main Street Hillsborough, NH 03244	
1.5 Contractor Phone Number 603-464-4600	1.6 Account Number Various	1.7 Completion Date 07/31/2024	1.8 Price Limitation $80,000.00
1.9 Contracting Officer for State Agency Donald Daley, Purchasing Agent		1.10 State Agency Telephone Number 603-271-4307	
1.11 Contractor Signature Date: 5/25/2021		1.12 Name and Title of Contractor Signatory ALAN NIKA, PRESIDENT	
1.13 State Agency Signature Date: 6/17/21		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On: 6/22/21			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under

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this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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EXHIBIT A

SPECIAL PROVISIONS

There are no special provisions of this contract.

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EXHIBIT B
SCOPE OF SERVICES

1. INTRODUCTION

Arcomm Communications Corporation (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Video & CCTV Surveillance Systems Maintenance and Repair services in accordance with the bid submission in response to State Request for Bid #2403-21 and 2448-21 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents"):

a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
b. EXHIBIT A Special Provisions
c. EXHIBIT B Scope of Services
d. EXHIBIT C Method of Payment
e. EXHIBIT D RFB 2403-21and RFB 2448-21

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFB 2403-21 and RFB 2448-21."

3. TERM OF CONTRACT

This contract shall commence on August 1, 2021 or upon approval of the Governor and Executive Council, whichever is later, and shall continue thereafter for a period of approximately three (3) years.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK

The purpose of this contract is to provide labor, tools, transportation, materials, equipment, and permits as necessary to provide the required level of services as described herein. The scope of work shall include Video (Internet Protocol "IP" Cameras) and Closed Circuit Television ("CCTV") Surveillance Systems Maintenance and Repair Services, to all agencies/locations as needed for the entire State of New Hampshire for both hardware and software related to the State's current Video and CCTV systems.

In the event of equipment failure, the Contractor shall provide supervision, labor, parts, and equipment necessary to return the affected system(s) to normal operation. The Contractor will also

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provide any necessary replacement materials and parts within four (4) or less business days for non-critical needs. The Contractor will be responsible for making an assessment of the repair and provide an itemized repair quote based on pricing schedules in Exhibit C. No mileage or travel expenses can be added separately to the invoice. All labor rates shall start when Contractor's personnel arrives at the work site and end when Contractor's personnel leaves the work site.

The Contractor shall perform all IP and CCTV operations, tests, inspections, maintenance, alterations, and repairs in accordance with manufacturer recommendations.

The Contractor shall respond to all IP and CCTV emergencies and will be expected to arrive at the site of any IP and CCTV emergency within two (2) hours, or four (4) hours for Coos County, from the initial request and quotes, when required, shall be provided within twenty-four (24) hours. Emergency services shall be provided twenty-four (24) hours, seven (7) days a week to include weekends and holidays.

The Contractor shall provide the State with a toll-free number available twenty-four (24) hours per day, seven (7) days a week, 365-days a year.

All pricing for replacement parts must be submitted as FOB Destination. Shipping expenses shall be built into the unit cost; no additional charges shall be billed to the State. The Contractor shall be responsible for obtaining materials at the best possible price and charge the State no more than cost +10%. 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.

Each site listed shall have one (1) annual maintenance visit per year. Maintenance and Repair Services shall include but not be limited to:

- The Contractor shall annually inspect, test, check, clean, and make minor adjustments of system for optimal performance;
- The Contractor shall check history of IP or CCTV system since last maintenance visit;
- The Contractor shall diagnose any potential system issues, and make recommendations for repair or alterations;
- Check each camera for any viewing issues. This shall include but not limited to: outages, out of focus cameras, out of home position cameras, obstructed view by dirty or damaged lenses or housing windows;
- Retrain on the use of the IP or CCTV if necessary;
- Visually inspect, and test, all major security components including cabling and connections where accessible for signs of deterioration or damage;
- Check all control equipment (servers, workstations) for proper operation. This shall include a health alert status on the hard drives and storage utilization;
- Check and clean camera lenses and housing. The cleaning shall include wiping the dome and/or camera housing internally and externally. Deteriorating weather seals and latches shall be cleaned or replaced as necessary;
- Check lenses for correct field of view and correct focusing;
- Inspect brackets, bolts, housings, and associated fittings for signs of corrosion or damage;
- Repair minor faults;
- Checking recording and playback quality. This shall include but not limited to, changing camera settings or server settings for the best quality for optimization and system performance;
- Implement any software or firmware updates;

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- Provide a report after every inspection based on findings of the inspection to the agency; and
- Provide a current status of the IP or CCTV system, and recommendation for new equipment and technology for improvement for the IP or CCTV system.
- The Contractor shall complete routine maintenance on any panic alarms that are tied into the IP or CCTV System.
- The Contractor shall complete an annual site audit for any panic alarms that are tied into the IP or CCTV system.

In addition to the above scope of services, the Department of Corrections (DOC) requires the following:

- Service is to be completed at the Transitional Housing Units ("THUs"):
  - North End House ("NEH"), 1 Perimeter Road, Concord, NH
  - Shea Farm 60 Iron Works Road, Concord, NH
  - Calumet, 126 Lowell Street, Manchester, NH
- Service hours are 7 AM to 3 PM, Monday through Friday.
- Unscheduled, emergency, and act of vandalism services are required twenty-four (24) hours, seven (7) days a week, 365-days a year.
  - The agency requires the ability to have these service calls answered by an answering service or on-call staff. Answering machines or voicemail shall not be an accepted form of communication.
- Major on-call services shall require an estimate for work to be provided at no charge. These services need to be approved by the Administrator of Logistics or designee prior to any work being performed.
- Preventative maintenance provided on holidays shall require prior approval by the Administrator of Logistics or designee.
- All work performed by the Contractor shall be under the supervision of a Department's maintenance employee or designee.
- If damage to a component and/or part is/are determine by mutual agreement of the DOC and the Contractor to be an act of vandalism, the following procedures shall apply:
  - The component(s)/part(s) shall be turned into the Control Room for evidence and shall be accompanied by all information needed for billing the responsible party. Within forth-eight (48) hours a bill shall be faxed to the Administrator Logistics or designee at (603) 271-6181 with the expected costs related to vandalism.
- The Contractor must furnish the required tools and equipment inclusive of computer hardware necessary to provide the requested services of the Contract. Any tools, containers, and vehicles the Contractor needs to provide the required services must be inventoried before entering and leaving the facility and are subject to search by the DOC security staff at any and all times while on NH DOC facility grounds.
- Contractor tool lists and operations bulletins are to be provided one (1) to two (2) days in advance of any visit.
- The Contractor shall agree to comply with all rules and regulations of the NH DOC.
- The Contractor shall be responsible for obtaining a criminal background check to include finger printing on all potential employees assigned by the Contractor and/or Subcontractors to provide services to NH DOC. Upon award of Contract, the NH DOC will notify the Contractor the procedures to obtain background checks and fingerprinting. Contractor and/or subcontractor employee hiring status shall be contingent upon receipt of a criminal

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background check and fingerprinting report(s), from the NH Department of Safety, and procedural review of said reports by the NH DOC.

- In addition, the Contractor and/or subcontractor shall not be able to hire employees meeting the following criteria:
    - Individuals convicted of a felony shall not be permitted to provide services;
    - Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
    - Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Administrator of Logistics or designee of the NH DOC;
    - Individuals with restrictions on out-of-state and/or State of NH professional licenses and/or certifications;
    - Individuals who professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
    - Individuals with a history of drug diversion;
    - Individuals who were a former State of NH employee and/or former Contractor employee that was dismissed for cause;
    - Individuals previously employed with the NH DOC without prior approval of the NH DOC; and
    - Relatives of currently incarcerated felons may not be permitted to provide services without prior approval by the NH DOC.
- In performing its obligations the Contractor may gain access to information of the inmates/patients/non-adjudicated residents including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor's performance under the Contract.
- The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate/patient/non-adjudicated residents that becomes available to the Contractor in connection with its performance under the Contract.
- In the event of unauthorized use of disclosure of the inmate/patient/non-adjudicated resident information, the Contractor shall immediately notify the NH DOC.
- All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without prior written consent of the NH DOC.
- The Contractor must comply with the Prison Rape Elimination Act ("PREA") of 2003 (Federal Law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards which may require an outside independent audit.
- The Contractor must comply with any applicable NH DOC Administrative Rules, Policies, Regulations, and Policy and Procedure Directives ("PPD's") to include but not limited to, PPD 5.08: *Staff Property Permitted in and Restricted from Prison Facilities.*

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Additional Requirements:

All services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless otherwise noted or if 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-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

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

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace 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 as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

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

5. TERMINATION

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

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2370-21, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Contractor Initials CMJ
Date 5/25/2021

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:
https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx

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

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature 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.

8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

9. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

Contractor Initials OJ
Date 5/25/2021

EXHIBIT C
METHOD OF PAYMENT

1. CONTRACT PRICE

The Contractor hereby agrees to provide Approved Scanning Vendor services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of $80,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

Repair Rates (Repair Work/Emergency Service Calls):

For all locations except NHDOT District 1 Office - Lancaster

Monday through Friday 7 AM to 4 PM	$90.00	per hour/per person
Monday through Friday 4:01 PM to 6:59 AM	$135.00	per hour/per person
Saturday	$135.00	per hour/per person
Sunday & Holiday* Work *Holidays shall be based on State designated holidays	$180.00	per hour/per person

Repair Rates (Repair Work/Emergency Service Calls):

For NHDOT District 1 Office - Lancaster

Monday through Friday 7 AM to 4 PM	$250.00	per hour/per person
Monday through Friday 4:01 PM to 6:59 AM	$375.00	per hour/per person
Saturday	$375.00	per hour/per person
Sunday & Holiday* Work *Holidays shall be based on State designated holidays	$500.00	per hour/per person

Agency Name	Location to be Serviced	2021-2022 Pricing	2022-2023 Pricing	2023-2024 Pricing
Department of Transportation				
NHDOT	641 Main Street Lancaster, NH 03584	$1,000.00	$1,000.00	$1,000.00
Department of Transportation - Bureau of Turnpikes				
Hooksett Ramp Toll Plaza	Hooksett Ramp Toll Plaza I-93 Exit 11	$165.00	$165.00	$165.00

Contractor Initials AJK
Date 5/25/2021

Hooksett Ramp Main Toll Plaza	Hooksett Ramp Toll Plaza I-93 Main Toll Plaza	$885.00	$885.00	$885.00
Merrimack Industrial	Merrimack Industrial Exit 10 Toll Everett North	$435.00	$435.00	$435.00
Rochester Toll	Rochester Toll Spaulding Turnpike North	$562.00	$562.00	$562.00
Bedford Toll Plaza	Bedford Toll Plaza F.E. Everett North	$525.00	$525.00	$525.00
Dover Toll	Dover Toll Spauling Turnpike North	$562.00	$562.00	$562.00
Hampton Main Toll Plaza	Hampton Main Toll Plaza I-95 North	$562.00	$562.00	$562.00
Hampton Side Toll Plaza	Hampton Side Toll Plaza Between Tr 101 and I-95	$562.00	$562.00	$562.00
Department of Transportation - Bureau of Rail & Transit Lift will be required at times to reach cameras mounted under canopies at toll plazas				
Concord Bus Terminal and Park & Ride Lot (I-93 Exit 14)	30 Stickney Ave. Concord, NH	$848.00	$848.00	$848.00
Dover Bus Terminal and Park & Ride Lot (Spaulding Turnpike Exit 9)	23 Indian Brook Drive Dover, NH	$652.00	$652.00	$652.00
Londonderry Bus Terminal and Park & Ride Lot (I-93 Exit 4)	2 Garden Lane Londonderry, NH	$525.00	$525.00	$525.00
Londonderry Bus Terminal and Park & Ride Lot (I-93 Exit 5)	4 Symmes Drive Londonderry, NH	$1,155.00	$1,155.00	$1,155.00
Londonderry Bus Maintenance (I-93 Exit 5)	2 Jacks Bridge Road Londonderry, NH	$705.00	$705.00	$705.00
Nashua Bus Terminal and Park & Ride Lot (FEE Exit 8)	8 North Southwood Drive Nashua, NH	$1,230.00	$1,230.00	$1,230.00

Contractor Initials CLJ
Date 5/25/2021

New London park & Ride Lot (I-89 Exit 12)	275 NH 103A New London, NH	$435.00	$435.00	$435.00
Porstmouth Bus Terminal and Park & Ride Lot (I-95 Exit 3)	185 Grafton Drive Portsmouth, NH	$1,410.00	$1,410.00	$1,410.00
Salem Bus Terminal and Park & Ride Lot (I-93 Exit 2)	10 Raymond Ave Salem, NH 03079	$510.00	$510.00	$510.00
NH Department of Justice Contractor MUST obtain a background check.				
NH DOJ	33 Capital Street Concord	$1,245.00	$1,245.00	$1,245.00
Department of Corrections SECTION IS CONFIDENTIAL* Contractor MUST obtain a background check and sign a confidentiality statement. *Any information the Vendor obtains from the site visit must remain confidential.				
North End House	1 Perimeter Road Concord	$488.00	$488.00	$488.00
Shea Farm	60 Iron Works Road Concord	$488.00	$488.00	$488.00
Calumet	126 Lowell Street Manchester	$525.00	$525.00	$525.00

3. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

State will request quotations by providing a SOW describing the services required and the applicable technical qualifications. Contractor must return quotes within three (3) business days. The quoted hourly rates shall not exceed the rates established under this contract. The SOW shall be issued to all Contractors under this contract for a quote. The project engagement will be based upon the lowest cost qualified quote.

4. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

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

5. PAYMENT

Contractor Initials
Date 5/25/2021

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: **https://www.nh.gov/treasury**

Contractor Initials _____
Date 5/25/2021

EXHIBIT D

RFB #2403-21 and RFB #2448-21 is incorporated here within.

Contractor Initials _____
Date 5/25/2021

Arcomm Communications Corporation
462 W. Main Street • Hillsboro, NH 03244
Phone: (603) 464-4600 • Fax: 603-478-5655
www.arcomm1.com

I, Fawn Nixa, hereby certify that I am duly elected secretary of Arcomm Communications Corporation.

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the organization, duly called and held on May 25th, 2021 at which a quorum of the Board was present and voting.

VOTED:

To authorize Alan Nixa, president of Arcomm Communications Corporation, to execute and have delivered to the State of NH a contract between Arcomm Communications Corp. of Hillsboro, NH and the State of NH Department of Administrative Services and further authorizing said officer to execute any documents which may in his judgment be desirable to effect the purpose of this vote.

I hereby certify that the said vote has not been amended or repealed and remains in full force and effect as of May 25th, 2018 and that Alan Nixa is the duly elected president of Arcomm Communications Corporation.

ATTEST: Fawn Nixa Fawn Nixa, Secretary

Date: 5-25-21

(SEAL OF THE CORPORATION)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/26/2021

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

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

PRODUCER
The Richards Group
PO Box 959
Hanover NH 03755

CONTACT NAME: Lacey Burleson
PHONE (A/C, No, Ext): (603) 643-2000 FAX (A/C, No): (802) 254-7110
E-MAIL ADDRESS: lburleson@therichardsgrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Selective Insurance Group, Inc.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Arcomm Communications Corp.
482 West Main Street
Hillsborough NH 03244

COVERAGES CERTIFICATE NUMBER: 21/22 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			S 2441920	03/15/2021	03/15/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			S 2441920	03/15/2021	03/15/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			S 2441920	03/15/2021	03/15/2022	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 9084220	03/15/2021	03/15/2022	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

Alan Nixa and Fawn Nixa are Excluded from Workers Compensation/Employers Liability Insurance.

CERTIFICATE HOLDER

State of New Hampshire; Admin Svcs
Bureau of Purchase & Props
25 Capitol St, Room 102
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lacey Burleson

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The ACORD name and logo are registered marks of ACORD

State of New Hampshire

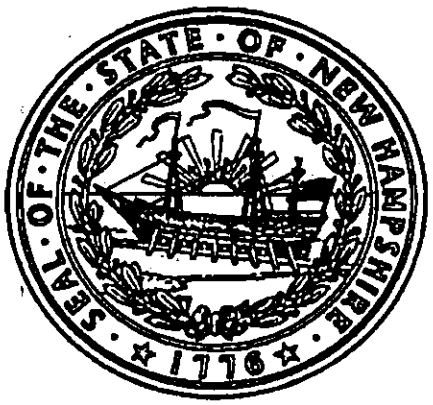
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ARCOMM COMMUNICATIONS CORPORATION is a New Hampshire Profit Corporation registered to transact business in New Hampshire on February 01, 1989. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 139615

Certificate Number: 0005372932



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of May A.D. 2021.

William M. Gardner

Secretary of State