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# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street – Room 100  
Concord, New Hampshire 03301  
(603) 271-3201 | [Office@das.nh.gov](mailto:Office@das.nh.gov)

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

July 19, 2023

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 (VC#156643), Hillsborough, NH in an amount up to and not to exceed \$3,471,700.48 for communications systems, maintenance, and repair services, with an option to extend for up to an additional two years effective upon Governor and Executive Council approval through July 31, 2026.

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

This contract, upon approval, for communications systems, maintenance, and repair services, will provide statewide access to update outdated fiber backbone cabling and to replace outdated Category (CAT) 5 copper data cabling with the new standard CAT 6 copper cabling. The fiber and copper upgrades are required to realize the transmission speeds available with the deployment of the new network equipment being deployed with the eNHance network upgrade project. The Department of Information and Technology (DOIT) eNHance Project is funding both the replacement of the end-of-life DoIT network core gear and end-of-life agency network equipment. Many agencies occupying older facilities have network equipment connected to outdated data cabling infrastructure such as: OM1 fiber and CAT5 copper cabling. The new equipment being deployed through the eNHance Project offers increased data transmission speeds and software defined networking that the older OM1 fiber and CAT5 cabling infrastructure cannot accommodate. As a result of the new equipment being provided through the eNHance Project, agencies have targeted their equipment funds on upgrading the older network cabling infrastructure. The absence of this contract would result in both administrative and operational burdens related to the purchase of communications systems including significant impact to the DoIT eNHance project.

The Department of Administrative Services through the Bureau of Purchase and Property (BoPP) issued a request for bid (RFB) 2765-23 on May 16, 2023, with responses due on June 2, 2023. This bid reached eleven vendors through the NIGP electronic sourcing platform with an additional six directly sourced. There were two compliant responses received with Arcomm Communications Corporation being

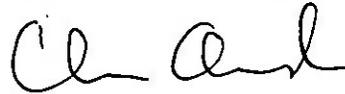
one of the lowest cost and compliant submissions for this requested contract, which is intended to be multi-award.

The purpose of this request is to obtain approval to enter into a multi award contract with two providers for communications systems, maintenance and repair services supporting all State agencies needs to maintain their respective communications systems. Upon approval the following companies shall be awarded a statewide contract; Arcomm Communications Corporation and Connectivity Point Design and Installation. At the onset of each agency request for service a request for quote will be issued including a detailed scope of work to each of the contract providers. Projects will be awarded to the lowest respondent meeting the obligations and schedule of the requesting agency.

Contract financials	
Estimated annual spend	\$1,157,233.49
Estimated three year spend	\$3,471,700.48
Recommended price limitation	\$3,471,700.48

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

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doit](http://www.nh.gov/doit)

**Denis Goulet**  
*Commissioner*

July 5, 2023

Charles M. Arlinghaus, Commissioner  
Department of Administrative Services  
State of New Hampshire  
25 Capitol Street – Room 100  
Concord, NH 03301

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Arcomm Communications Corporation as described below and referenced as DoIT No. 2024-023.

The purpose of this request is to provide statewide communication systems repair, maintenance and cabling services. The intent of the State is to award two contracts for these services and agencies shall perform a request for quote (RFQ) and utilize the lowest cost contractor that fits their business needs.

The Total Price Limitation will be \$3,471,700.48 effective upon Governor and Executive Council approval through July 31, 2026.

A copy of this letter must accompany the Department of Administrative Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/RA  
DoIT #2023-044

cc: Mathew Stanton, Deputy Director  
Joseph Luna, Manager, Statewide Telecommunications



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(803) 271-2201

RFB Bid Summary

Bid Description	Communications Systems Repair, Maintenance and Cabling Services	Agency	Statewide
RFB#	2765-23	Requisition#	N/A
Agent Name	Lincoln Adams	Bid Closing	06/02/2023 at 11:30 AM

Indicates awarded vendors		Connectivity Point Design and Installation	Arcomm Communications Corp.
Subtotal Region 1		\$54,245.00	\$80,370.00
Subtotal Region 2		\$67,985.00	\$86,475.00
Subtotal Region 3		\$80,510.00	\$102,450.00
Subtotal Most commonly Purchased Items		\$859,777.07	\$887,938.49
Grand Total		\$1,062,517.07	\$1,157,233.49
Estimated annual spend	\$1,062,517.07	Estimated annual spend	\$1,157,233.49
Estimated term spend	\$3,187,551.20	Estimated term spend	\$3,471,700.48
Add allowance for balance of product line	\$0.00	Add allowance for balance of product line	\$0.00
Recommended price limitation	\$3,187,551.20	Recommended price limitation	\$3,471,700.48
Expiring contract annual	\$873,679.89	Expiring contract annual	\$873,679.89
Expiring contract term	\$2,621,039.67	Expiring contract term	\$2,621,039.67
Cost Increase	\$566,511.53	Cost Increase	\$850,660.81
Delta: new vs. expiring	0.18	Delta: new vs. expiring	0.25

Recommendation Summary				
	Connectivity Point Design and Installation		Arcomm Communications Corp	
Statewide Contract or Amendment	Contract		Contract	
Term of Contract	3 year with up to 2 year extension		3 Year with up to 2 year extension	
Price Limitation	\$3,187,551.20		3,471,700.48	
Number of Solicitations Received	2		2	
Number of Sourced bidders	6		6	
Number of NIGP Vendors Sourced	11		11	
Number of non-responsive bidders	9		9	
P-37 Checklist Complete	Yes		Yes	
D&B Report Attached	Yes		Yes	
Method of Payment (P-card/ACH)	(P-card/ACH)		(P-card/ACH)	
FOB Delivered	Yes		Yes	
Expiring Contract Spend	\$2,621,039.67		\$2,621,039.67	
Total Cost Increase (\$/%)	\$566,511.53	18% Increase	\$850,660.81	25% Increase

**Special Notes:** The Department of Administrative Services through the Bureau of Purchase and Property (BoPP) issued a request for bid (RFB) 2765-23 on May 16, 2023, with responses due on June 2, 2023. This bid reached eleven vendors through the NIGP electronic sourcing platform with an additional six directly sourced. There were two compliant responses received with Arcomm Communications Corporations, and Connectivity Point Design and Installation, LLC being of the lowest cost for this requested contract, which is intended to be multi-award. Unit cost pricing for materials was determined by current materials cost with a mark up of 10%. This was factored into the total term spend along with the hourly rate of pay, base upon estimated annual evaluation hours, providing the new price limitations. The price limitation for each contract is based on annual spend times the contract period.



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

RFB Bid Summary

REGION 1												
Estimated Annual Evaluation Hours (Region 1)	UOM	Technician Title	Connectivity Point Design and Installation					Arcomm Communications Corporation				
			Hourly Rate Mon-Fri	Extended Cost	Estimated Annual Evaluation Hours (Region 1)	Hourly Rate Emergency Services All Other Times	Extended Cost	Hourly Rate Mon-Fri	Extended Cost	Estimated Annual Evaluation Hours (Region 1)	Hourly Rate Emergency Services All Other Times	Extended Cost
200	Hour	Standard Technician	\$ 67.50	\$13,500.00	20	\$ 101.25	\$2,025.00	\$ 110.00	\$22,000.00	20	\$ 165.00	\$3,300.00
200	Hour	Lead Technician	\$ 77.50	\$15,500.00	20	\$ 107.50	\$2,150.00	\$ 110.00	\$22,000.00	20	\$ 165.00	\$3,300.00
100	Hour	Fiber Technician	\$ 82.50	\$8,250.00	10	\$ 112.50	\$1,125.00	\$ 120.00	\$12,000.00	10	\$ 180.00	\$1,800.00
80	Hour	Splicing Technician	\$ 82.50	\$6,600.00	10	\$ 112.50	\$1,125.00	\$ 110.00	\$8,800.00	10	\$ 165.00	\$1,650.00
40	Hour	Specialist	\$ 87.50	\$3,500.00	4	\$ 117.50	\$470.00	\$ 120.00	\$4,800.00	4	\$ 180.00	\$720.00
		<b>Total</b>		\$47,350.00	<b>Total</b>		\$6,895.00	<b>Total</b>	\$69,600.00	<b>Total</b>		\$10,770.00
		<b>Subtotal Region 1</b>			<b>\$54,245.00</b>			<b>Subtotal Region 1</b>		<b>\$80,370.00</b>		

REGION 2												
Estimated Annual Evaluation Hours (Region 2)	UOM	Technician Title	Connectivity Point Design and Installation					Arcomm Communications Corporation				
			Hourly Rate Mon-Fri	Extended Cost	Estimated Annual Evaluation Hours (Region 2)	Hourly Rate Emergency Services All Other Times	Extended Cost	Hourly Rate Mon-Fri	Extended Cost	Estimated Annual Evaluation Hours (Region 2)	Hourly Rate Emergency Services All Other Times	Extended Cost
300	Hour	Standard Technician	\$ 65.00	\$19,500.00	30	\$ 97.50	\$ 2,925.00	\$ 90.00	\$27,000.00	30	\$ 135.00	\$ 4,050.00
300	Hour	Lead Technician	\$ 75.00	\$22,500.00	30	\$ 105.00	\$ 3,150.00	\$ 90.00	\$27,000.00	30	\$ 135.00	\$ 4,050.00
100	Hour	Fiber Technician	\$ 80.00	\$8,000.00	10	\$ 110.00	\$ 1,100.00	\$ 100.00	\$10,000.00	10	\$ 150.00	\$ 1,500.00
80	Hour	Splicing Technician	\$ 80.00	\$6,400.00	5	\$ 110.00	\$ 550.00	\$ 90.00	\$7,200.00	5	\$ 135.00	\$ 675.00
40	Hour	Specialist	\$ 85.00	\$3,400.00	4	\$ 115.00	\$ 460.00	\$ 110.00	\$4,400.00	4	\$ 150.00	\$ 600.00
		<b>Total</b>		\$59,800.00	<b>Total</b>		\$8,185.00	<b>Total</b>	\$75,600.00	<b>Total</b>		\$10,875.00
		<b>Subtotal Region 1</b>			<b>\$67,985.00</b>			<b>Subtotal Region 2</b>		<b>\$86,475.00</b>		

REGION 3												
Estimated Annual Evaluation Hours (Region 3)	UOM	Technician Title	Connectivity Point Design and Installation					Arcomm Communications Corporation				
			Hourly Rate Mon-Fri	Extended Cost	Estimated Annual Evaluation Hours (Region 3)	Hourly Rate Emergency Services All Other Times	Extended Cost	Hourly Rate Mon-Fri	Extended Cost	Estimated Annual Evaluation Hours (Region 3)	Hourly Rate Emergency Services All Other Times	Extended Cost
400	Hour	Standard Technician	\$ 65.00	\$26,000.00	20	\$ 97.50	\$ 1,950.00	\$ 90.00	\$36,000.00	20	\$ 135.00	\$ 2,700.00
400	Hour	Lead Technician	\$ 75.00	\$30,000.00	20	\$ 105.00	\$ 2,100.00	\$ 90.00	\$36,000.00	20	\$ 135.00	\$ 2,700.00
100	Hour	Fiber Technician	\$ 80.00	\$8,000.00	10	\$ 110.00	\$ 1,100.00	\$ 100.00	\$10,000.00	10	\$ 150.00	\$ 1,500.00
80	Hour	Splicing Technician	\$ 80.00	\$6,400.00	10	\$ 110.00	\$ 1,100.00	\$ 90.00	\$7,200.00	10	\$ 135.00	\$ 1,350.00
40	Hour	Specialist	\$ 85.00	\$3,400.00	4	\$ 115.00	\$ 460.00	\$ 110.00	\$4,400.00	4	\$ 150.00	\$ 600.00
		<b>Total</b>		\$73,800.00	<b>Total</b>		\$6,710.00	<b>Total</b>	\$93,600.00	<b>Total</b>		\$8,850.00
		<b>Subtotal Region 1</b>			<b>\$80,510.00</b>			<b>Subtotal Region 2</b>		<b>\$102,450.00</b>		



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

RFB Bid Summary

Most Commonly Purchased Items				Connectivity Point Design and Installation			Arcomm Communications Corp.		
Estimated Annual Quantities	UOM	Item Number	Item Description	Unit Cost No Mark-up	Unit Cost w/ 10% Mark-up	Extended Cost	Unit Cost No Mark-up	Unit Cost w/ 10% Mark-up	Extended Cost
			>>> Fiber						
930	FT	006T88-31180-A3	Corning, Tight-Buffered, Armored	\$1.69	\$1.86	\$1,731.74	\$1.55	\$1.71	\$1,585.65
6100	FT	012T88-31180-A3	Corning, Tight-Buffered, Armored	\$2.63	\$2.89	\$17,636.43	\$2.30	\$2.53	\$15,433.00
300	FT	012T88-33190-A3	Corning, Tight-Buffered, Armored	\$3.42	\$3.76	\$1,127.33	\$3.00	\$3.30	\$990.00
300	FT	024T88-33190-A3	Corning, Tight-Buffered, Armored	\$6.28	\$6.91	\$2,071.72	\$5.30	\$5.83	\$1,749.00
300	FT	006T88-31190-A3	Corning, Tight-Buffered, Armored	\$2.21	\$2.43	\$728.56	\$1.95	\$2.15	\$643.50
300	FT	006E88-31131-A3	Corning, Tight-Buffered, Armored	\$1.34	\$1.48	\$443.01	\$1.20	\$1.32	\$396.00
1000	FT	012E88-33131-A3	Corning, Tight-Buffered, Armored	\$1.74	\$1.91	\$1,910.70	\$1.50	\$1.65	\$1,650.00
300	FT	024E88-33131-A3	Corning, Tight-Buffered, Armored	\$2.89	\$3.18	\$952.98	\$2.50	\$2.75	\$825.00
300	FT	006E8F-31131-A1	Corning, Tight-Buffered, Armored	\$1.62	\$1.78	\$533.59	\$1.45	\$1.60	\$478.50
4000	FT	012E8F-31131-A1	Corning, Tight-Buffered, Armored	\$2.11	\$2.32	\$9,278.06	\$1.90	\$2.09	\$8,360.00
1200	FT	012T8P-31180-29	Corning, FREDM99 One'In/Out	\$2.60	\$2.86	\$3,432.67	\$2.20	\$2.42	\$2,904.00
1000	FT	012E84-14101A20	Corning, SST-Drop™ Single-Tube, Gel	\$0.29	\$0.32	\$322.14	\$0.35	\$0.39	\$385.00
7760	FT	TF12-OS2-PL0	Pluri Fiber, 12 F OS2 250um CMP	\$1.80	\$1.98	\$15,364.80	\$1.65	\$1.82	\$14,084.40
2725	FT	TF24-OS2-PL0	Pluri Fiber, 24 F OS2 250um CMP	\$2.23	\$2.45	\$6,684.43	\$2.10	\$2.31	\$6,294.75
8300	FT	TF48-OS2-PL0	Pluri Fiber, 48 F OS2 250um CMP	\$4.26	\$4.69	\$38,893.80	\$4.00	\$4.40	\$36,520.00
600	FT	TF72-OS2-PE	Pluri Fiber, 72 F OS2 250um CMP	\$5.96	\$6.56	\$3,933.60	\$5.65	\$6.22	\$3,729.00
675	FT	TF144-OS2-PL0	Pluri Fiber, 144 F OS2 250um Outdoor	\$9.52	\$10.47	\$7,068.60	\$8.50	\$9.35	\$6,311.25
3900	FT	012ZUC-14F22120	Corning, Altos loose Tube, Shielded	\$0.56	\$0.62	\$2,417.03	\$0.62	\$0.68	\$2,659.80
700	FT	024ZUC-13F22120	Corning, Altos loose Tube, Shielded	\$0.66	\$0.72	\$505.42	\$0.90	\$0.99	\$693.00
162	EA	FAN-HT25-12	Corning, Buffer Tube Fan-Out Kits	\$19.15	\$21.07	\$3,412.53	\$18.00	\$19.80	\$3,207.60
601	EA	SOC-LCU-900-SM	Corning, FuseLite® Connector, I.C.	\$17.81	\$19.59	\$11,774.19	\$16.00	\$17.60	\$10,577.60
284	EA	SOC-LC-900-OM4	Corning, FuseLite® Connector, I.C.	\$15.27	\$16.80	\$4,770.35	\$14.00	\$15.40	\$4,373.60
28	EA	2806031-01	Corning, Heat-Shrink Fusion Splice	\$55.13	\$60.64	\$1,698.00	\$50.00	\$55.00	\$1,540.00
3	EA	CCH-04U	Corning, (CCH) four rack units, holds	\$387.90	\$426.69	\$1,280.07	\$330.00	\$363.00	\$1,089.00
1	EA	CCH-03U	Corning, (CCH) three rack units, holds	\$345.62	\$380.18	\$380.18	\$305.00	\$335.50	\$335.50
1	EA	CCH-02U	Corning, (CCH) two rack units, holds	\$304.43	\$334.87	\$334.87	\$260.00	\$286.00	\$286.00
30	EA	CCH-01U	Corning, (CCH) one rack units, holds	\$256.02	\$281.62	\$8,448.66	\$215.00	\$236.50	\$7,095.00
5	EA	CCH-02U	Corning, Fiber Splice Housing, Rack	\$225.17	\$247.69	\$1,238.44	\$180.00	\$198.00	\$990.00
5	EA	CCH-03U	Corning, Fiber Splice Housing, Rack	\$211.67	\$232.84	\$1,164.19	\$170.00	\$187.00	\$935.00
10	EA	CCS-01U	Corning, (CCS) Holds 2 CCH	\$144.84	\$159.32	\$1,593.24	\$130.00	\$143.00	\$1,430.00
1	EA	CCS-03U	Corning, (CCS) Holds 4 CCH	\$302.29	\$332.52	\$332.52	\$265.00	\$291.50	\$291.50
1	EA	CCS-03U-F	Corning, (CCS) Holds 4 CCH	\$302.29	\$332.52	\$332.52	\$265.00	\$291.50	\$291.50
37	EA	M67-068	Corning, Fiber Splice Tray, Heat Shrink	\$40.98	\$45.08	\$1,667.89	\$36.00	\$39.60	\$1,465.20
37	EA	M67-048	Corning, Fiber Splice Tray, Heat Shrink	\$39.44	\$43.38	\$1,605.21	\$35.00	\$38.50	\$1,424.50
37	EA	M67-112	Corning, Fiber Splice Tray, Heat Shrink	\$41.79	\$45.97	\$1,700.85	\$37.00	\$40.70	\$1,505.90
1	EA	WCH-02P	Corning, (WCH) Holds 2 CCH	\$116.45	\$128.10	\$128.10	\$100.00	\$110.00	\$110.00
1	EA	WCH-04P	Corning, (WCH) Holds 4 CCH	\$174.42	\$191.86	\$191.86	\$150.00	\$165.00	\$165.00
47	EA	CCH-CP06-E4	Corning, (CCH) Panel, I.C.	\$54.26	\$59.69	\$2,805.24	\$50.00	\$55.00	\$2,585.00
120	EA	CCH-CP12-E4	Corning, (CCH) Panel, I.C.	\$94.34	\$103.77	\$12,452.88	\$80.00	\$88.00	\$10,560.00
10	EA	CCH-CP06-A9	Corning, (CCH) Panel, I.C.	\$60.30	\$66.33	\$663.30	\$50.00	\$55.00	\$550.00
120	EA	CCH-CP12-A9	Corning, (CCH) Panel, I.C.	\$106.39	\$117.03	\$14,043.48	\$90.00	\$99.00	\$11,880.00
48	EA	CCH-CS24-A9-P00RE	Corning, CCH Pigtailed Splice Cassette	\$416.38	\$458.24	\$21,995.42	\$365.00	\$401.50	\$19,272.00
48	EA	CCH-CS12-A9-P00RE	Corning, CCH Pigtailed Splice Cassette	\$414.37	\$455.81	\$21,878.74	\$365.00	\$401.50	\$19,272.00
1	EA	CCH-CS12-H3-P00TE	Corning, CCH Pigtailed Splice Cassette	\$414.37	\$455.81	\$455.81	\$300.00	\$330.00	\$330.00
1	EA	CCH-CS06-H3-P00TE	Corning, CCH Pigtailed Splice Cassette	\$250.17	\$275.19	\$275.19	\$270.00	\$297.00	\$297.00
29	EA	PST-FO	Panduit, Self-Laminate Fiber Optic	\$6.13	\$6.74	\$195.55	\$12.00	\$13.20	\$382.80
45	EA	HIDWR-GRND-KIT	Corning, Hardware grounding Kit	\$38.72	\$42.59	\$1,916.64	\$38.00	\$41.80	\$1,881.00
30	EA	TF-GC01	Pluri Fiber, Micro Armor Fiber	\$32.60	\$35.86	\$1,075.80	\$35.00	\$38.50	\$1,155.00
5	EA	TF-GC02	Pluri Fiber, Micro Armor Fiber	\$52.30	\$57.53	\$287.65	\$70.00	\$77.00	\$385.00
10	EA	GHL.C2-D4-01	I.C to I.C, Duplex, MM, OM3, Aqua, 1	\$23.80	\$26.18	\$261.80	\$14.00	\$15.40	\$154.00
10	EA	GHL.C2-D4-03	I.C to I.C, Duplex, MM, OM3, Aqua, 3	\$21.12	\$23.23	\$232.32	\$15.00	\$16.50	\$165.00
10	EA	GHL.C2-D4-05	I.C to I.C, Duplex, MM, OM3, Aqua, 5	\$31.97	\$35.17	\$351.67	\$18.00	\$19.80	\$198.00
10	EA	FHWI.CLC42-JXF003	I.C to I.C, Duplex, SM, OS2, Yellow,	\$31.33	\$34.46	\$344.63	\$16.00	\$17.60	\$176.00
10	EA	FHWI.CLC42-JXF010	I.C to I.C, Duplex, SM, OS2, Yellow,	\$34.47	\$37.92	\$379.17	\$18.00	\$19.80	\$198.00
10	EA	FHWI.CLC42-JXF015	I.C to I.C, Duplex, SM, OS2, Yellow,	\$35.51	\$39.06	\$390.61	\$20.00	\$22.00	\$220.00
728	FT	8007	Lash/Overlash Cable, Aerial cable	\$0.66	\$0.73	\$528.42	\$0.00	\$0.00	\$0.00
			Copper - Jacks						\$0.00
114	EA	HJU6GN	Hubbell, Category 6 Jack Cobra Lock,	\$8.75	\$9.63	\$1,097.25	\$8.25	\$9.08	\$1,034.55
527	EA	HJU6B	Hubbell, Category 6 Jack Cobra Lock,	\$8.75	\$9.63	\$5,072.38	\$8.25	\$9.08	\$4,782.53
728	EA	HXJ6B24	Hubbell, Category 6 Jack, Blue, Bag of	\$158.33	\$174.16	\$126,790.66	\$168.00	\$184.80	\$134,534.40
48	EA	HXJ6YL	Hubbell, Category 6 Jack, Yellow	\$7.18	\$7.90	\$379.10	\$7.25	\$7.98	\$382.80



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(803) 271-2201

RFB Bid Summary

120	EA	SC6A	Hubbell, Double Ended Cobra-Lock	\$12.83	\$14.11	\$1,693.56	\$12.00	\$13.20	\$1,584.00
67	EA	SFFFWX	Hubbell, F-Type Connectors Pass	\$7.12	\$7.83	\$524.74	\$7.50	\$8.25	\$552.75
10	EA	SFB1E10	Hubbell, Snap-Fir Blank, Electrical	\$5.97	\$6.57	\$65.67	\$5.75	\$6.33	\$63.25
116	EA	SFBG10	Hubbell, Snap-Fir Blank, Gray, (10	\$5.97	\$6.57	\$761.77	\$5.75	\$6.33	\$733.70
116	EA	SFBH10	Hubbell, Snap-Fir Blank, Black, (10	\$5.97	\$6.57	\$761.77	\$5.75	\$6.33	\$733.70
509	EA	SFBLA10	Hubbell, Snap-Fir Blank, Light Almond	\$5.97	\$6.57	\$3,342.60	\$5.75	\$6.33	\$3,219.43
			> Faceplates						\$0.00
10	EA	HFP110W	Hubbell, Faceplate, 1 hole, Office	\$2.34	\$2.57	\$25.74	\$2.25	\$2.48	\$24.75
78	EA	HFP120W	Hubbell, Faceplate, 2 hole, Office	\$2.34	\$2.57	\$200.77	\$2.25	\$2.48	\$193.05
10	EA	HFP130W	Hubbell, Faceplate, 3 hole, Office	\$2.34	\$2.57	\$25.74	\$2.25	\$2.48	\$24.75
1295	EA	HFP140W	Hubbell, Faceplate, 4 hole, Office	\$2.34	\$2.57	\$3,333.33	\$2.25	\$2.48	\$3,205.13
10	EA	HFP160W	Hubbell, Faceplate, 6 hole, Office	\$2.34	\$2.57	\$25.74	\$2.25	\$2.48	\$24.75
10	EA	HFP2120W	Hubbell, Faceplate, 12 hole, Office	\$10.47	\$11.52	\$115.17	\$11.00	\$12.10	\$121.00
10	EA	BR106W	Hubbell, Duplex 106 Frames, 2-port,	\$4.56	\$5.02	\$50.16	\$4.50	\$4.95	\$49.50
10	EA	BQ106W	Hubbell, Duplex 106 Frames, 4-port,	\$3.98	\$4.38	\$43.78	\$4.50	\$4.95	\$49.50
			> Surface Boxes						\$0.00
220	EA	HSB10W	Hubbell, Surface Box, 1 Hole, Office	\$2.94	\$3.23	\$711.48	\$3.25	\$3.58	\$786.50
55	EA	HSB20W	Hubbell, Surface Box, 2 Hole, Office	\$4.00	\$4.40	\$242.00	\$3.50	\$3.85	\$211.75
55	EA	HSB40W	Hubbell, Surface Box, 4 Hole, Office	\$7.92	\$8.71	\$479.16	\$7.25	\$7.98	\$438.63
55	EA	HSB60W	Hubbell, Surface Box, 6 Hole, Office	\$12.45	\$13.70	\$753.23	\$12.00	\$13.20	\$726.00
55	EA	HSB120W	Hubbell, Surface Box, 12 Hole, Office	\$17.30	\$19.03	\$1,046.65	\$16.50	\$18.15	\$998.25
			> Patch Cords						\$0.00
129	EA		Cat 6 Patch Cord, 3 ft, Blue	\$4.85	\$5.34	\$688.22	\$2.20	\$2.42	\$312.18
200	EA		Cat 6 Patch Cord, 5 ft, Blue	\$5.45	\$6.00	\$1,199.00	\$2.65	\$2.92	\$583.00
200	EA		Cat 6 Patch Cord, 7 ft, Blue	\$5.65	\$6.22	\$1,243.00	\$3.25	\$3.58	\$715.00
200	EA		Cat 6 Patch Cord, 10 ft, Blue	\$8.60	\$9.46	\$1,892.00	\$3.95	\$4.35	\$869.00
200	EA		Cat 6 Patch Cord, 15 ft, Blue	\$10.80	\$11.88	\$2,376.00	\$5.95	\$6.55	\$1,309.00
			> Furniture Plates and Adapters						\$0.00
1	EA	FP2HK	Hubbell, Furniture Plate, 2 hole, Black	\$3.67	\$4.04	\$4.04	\$3.75	\$4.13	\$4.13
30	EA	FP2GY	Hubbell, Furniture Plate, 2 hole, Gray	\$3.67	\$4.04	\$121.11	\$3.75	\$4.13	\$123.75
1	EA	FP4BK	Hubbell, Furniture Plate, 4 hole,	\$3.67	\$4.04	\$4.04	\$3.95	\$4.35	\$4.35
1	EA	FP4GY	Hubbell, Furniture Plate, 4 hole,	\$3.67	\$4.04	\$4.04	\$3.95	\$4.35	\$4.35
30	EA	HMRBHK	Hubbell, Furniture Reducing Adapters,	\$4.49	\$4.94	\$148.17	\$4.80	\$5.28	\$158.40
1	EA	HMRBGY	Hubbell, Furniture Reducing Adapters,	\$4.75	\$5.23	\$5.23	\$4.80	\$5.28	\$5.28
			> Wall Phone Plates						\$0.00
1	EA	SP6F	Hubbell, 630 Stainless Steel, Cat 6,	\$31.32	\$34.45	\$34.45	\$28.00	\$30.80	\$30.80
1	EA	P630SR1GJC6	Hubbell, 630 Stainless Steel, Cat 6,	\$13.39	\$14.73	\$14.73	\$26.00	\$28.60	\$28.60
			> Patch Panels						\$0.00
1	EA	HPP612	Hubbell, Patch Panel, 12 Port Mini, Cat	\$150.95	\$166.05	\$166.05	\$140.00	\$154.00	\$154.00
10	EA	HPP624	Hubbell, Patch Panel, 24 port, Cat 6,	\$174.64	\$192.10	\$1,921.04	\$168.00	\$184.80	\$1,848.00
90	EA	HPP648	Hubbell, Patch Panel, 48 port, Cat 6,	\$342.57	\$376.83	\$33,914.43	\$320.00	\$352.00	\$31,680.00
30	EA	HPPJ24	Hubbell, UDX Unloaded Patch Panel,	\$60.75	\$66.83	\$2,004.75	\$65.00	\$71.50	\$2,145.00
66	EA	HPPJ48	Hubbell, UDX Unloaded Patch Panel,	\$76.66	\$84.33	\$5,565.52	\$85.00	\$93.50	\$6,171.00
66	EA	ECMBR3	Hubbell, Cable Mgmt. Support Bracket	\$17.07	\$18.78	\$1,239.28	\$16.00	\$17.60	\$1,161.60
			>>> Cable						\$0.00
80	FT	874032314/10	CommScope, CS24P Category 5E	\$0.21	\$0.23	\$18.17	\$0.25	\$0.28	\$22.00
158135	FT	UN874049914/10	CommScope, CS34P HLU C6 4/23	\$0.28	\$0.30	\$47,835.84	\$0.29	\$0.31	\$49,575.32
312400	FT	UN874019914/10	CommScope, CS34P WHT C6 4/23	\$0.28	\$0.30	\$94,501.00	\$0.29	\$0.31	\$97,937.40
1000	FT	UN874025914/10	CommScope, CS34P VLT C6 4/23	\$0.28	\$0.30	\$302.50	\$0.29	\$0.31	\$313.50
1000	FT	UN87401714/10	CommScope, CS34P RED C6 4/23	\$0.28	\$0.30	\$302.50	\$0.29	\$0.31	\$313.50
150000	FT	M58280	Mohawk, Plenum, Cat 6 Lan cable,	\$0.29	\$0.32	\$47,850.00	\$0.28	\$0.31	\$46,200.00
86000	FT	M58281	Mohawk, Plenum, Cat 6 Lan cable,	\$0.29	\$0.32	\$27,434.00	\$0.28	\$0.31	\$26,488.00
1	FT	2131550	General Cable, Cat 5e 25-pair, Plenum	\$3.63	\$4.00	\$4.00	\$3.70	\$4.07	\$4.07
6	FT	4112704/10	CommScope, RG 6 Quad Shield	\$0.42	\$0.46	\$2.74	\$0.48	\$0.52	\$3.14
			> Surface Raceway Non-metallic						\$0.00
			>>>LD10 160% - Ser20, 6/13, 6A/8I						\$0.00
			>>> 1" Bend Radius Fittings for						\$0.00
10278	FT	LD10WH-6	Panduit, LD10, 6 Ft stick, 1.51" W x	\$0.34	\$0.37	\$3,787.44	\$0.54	\$0.60	\$6,127.74
168	EA	CFX10WH-X	Panduit, LD10, Coupler, White,	\$2.48	\$2.73	\$458.30	\$2.20	\$2.42	\$406.56
50	EA	ECFX10WH-X	Panduit, LD10, End Cap, White	\$2.37	\$2.61	\$130.35	\$2.20	\$2.42	\$121.06
797	EA	RAFC10WH-X	Panduit, LD10, Flat 90, White	\$1.75	\$1.93	\$1,534.23	\$2.25	\$2.48	\$1,972.58
54	EA	ICFC10WH-X	Panduit, LD10, Inside 90, White	\$1.93	\$2.12	\$114.64	\$2.50	\$2.75	\$148.50
45	EA	OCFX10WH-X	Panduit, LD10, Outside 90, White	\$4.51	\$4.96	\$223.25	\$4.00	\$4.40	\$198.00
50	EA	TFC10WH-X	Panduit, LD10, Tee Fitting, White	\$2.56	\$2.82	\$140.80	\$2.25	\$2.48	\$123.75
5	EA	RAEFXWH-X	Panduit, Right Angle entrance end	\$7.51	\$8.26	\$41.31	\$7.50	\$8.25	\$41.25
177	EA	DCFC10WH-X	Panduit, Drop ceiling entrance fitting	\$3.02	\$3.32	\$587.99	\$1.95	\$2.15	\$379.67
2100	EA	36H114	Tapcon Anchor, 13/16"x1-1/4", Hex	\$0.20	\$0.22	\$454.61		\$0.00	\$0.00



Division of Procurement Support Services  
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RFB Bid Summary

250	EA	JBP1DW11	Panduit, Single Gang Surface Box,	\$14.05	\$15.46	\$3,863.75	\$12.50	\$13.75	\$3,437.50
10	EA	JBP2DW11	Panduit, Two Gang Surface Box, White	\$15.05	\$16.56	\$165.55	\$16.00	\$17.60	\$176.00
									\$0.00
590	EA	30986	MELCRO® Brand ONE-WRAP®, 1/2	\$30.55	\$33.61	\$19,826.95	\$0.30	\$0.33	\$194.70
12	EA	31-388	Ideal, Clear glide Pulling Lube, 1qt	\$16.35	\$17.99	\$215.82	\$13.00	\$14.30	\$171.60
1765	EA	WP400P/4500FT	Polyester Muletape®, 1/4 in. OD, 400	\$0.01	\$0.01	\$19.42	\$0.06	\$0.07	\$116.49
900	EA		White electrical Tape	\$1.95	\$2.15	\$1,930.50	\$1.50	\$1.65	\$1,485.00
7000	EA	36P114	L.H.Dottie, Hi-Low Phillips 3/16x1- >>> Sleeving	\$0.40	\$0.44	\$3,100.02	\$0.50	\$0.55	\$3,850.00
									\$0.00
1200	FT	IRI 050 25 17 07-5000	Endot, Nylon Resin Riser Innerduct,	\$0.43	\$0.47	\$567.60	\$1.00	\$1.10	\$1,320.00
1176	EA	PFCSP1000	InnerDuct Plenum Snap Coupling, 1 in.	\$5.24	\$5.76	\$6,778.46	\$4.50	\$4.95	\$5,821.20
480	FT	1-EMT	1" EMT Conduit	\$0.19	\$0.20	\$98.00	\$1.90	\$2.09	\$1,001.20
396	EA	452	Set-Screw Connector, EMT Conduit,	\$0.60	\$0.66	\$259.53	\$1.30	\$1.43	\$566.28
396	EA	933	1" Treaded Bushings	\$0.16	\$0.17	\$68.96	\$1.50	\$1.65	\$653.40
60	EA	1377	Knockout Reducing Washer, Steel,	\$10.90	\$11.99	\$719.40	\$1.50	\$1.65	\$99.00
120	FT	3-EMT	3" EMT Conduit - 10 foot stick	\$1.07	\$1.18	\$141.77	\$7.50	\$8.25	\$990.00
10	EA	EMT300	3" Push on Bushings	\$4.55	\$5.01	\$50.10	\$3.10	\$3.41	\$34.10
27	EA	H2015PA/ZN	3" Unistat Conduit Clamp	\$2.46	\$2.70	\$73.01	\$6.70	\$7.37	\$198.99
									\$0.00
900	EA	FWHA14	L. H. Dottie, 1/4" x 3/4" HARD	\$0.20	\$0.22	\$196.52	\$0.07	\$0.08	\$69.30
700	EA	L.A.G142	L. H. Dottie, 1/4" x 2" Hex Head Lag	\$0.32	\$0.35	\$244.48	\$0.30	\$0.33	\$231.00
20	EA	SLS14	L.H. Dottie, 1/4" Long Metal Lag	\$1.49	\$1.64	\$32.86	\$1.42	\$1.56	\$31.24
82	EA	457	Set-Screw Connector, EMT Conduit,	\$0.81	\$0.89	\$73.06	\$10.00	\$11.00	\$902.00
82	EA	328	3" Treaded Bushings	\$1.30	\$1.43	\$117.38	\$1.50	\$1.65	\$135.30
230	FT	2-EMT	2" EMT Conduit - 10 foot stick	\$0.70	\$0.77	\$176.01	\$4.20	\$4.62	\$1,062.60
10	EA	455	Set-Screw Connector, EMT Conduit,	\$2.51	\$2.76	\$27.59	\$0.43	\$0.47	\$4.73
10	EA	936	2" Treaded Bushings	\$0.54	\$0.60	\$5.97	\$2.75	\$3.03	\$30.25
30	FT	1-1/2-EMT	1.5" EMT Conduit -10 foot stick	\$4.28	\$4.71	\$141.24	\$9.24	\$10.16	\$304.92
30	EA	454	Set-Screw Connector, EMT Conduit,	\$1.44	\$1.59	\$47.58	\$1.23	\$1.35	\$40.59
30	EA	935	1.5" Treaded Bushings	\$0.36	\$0.39	\$11.77	\$0.76	\$0.84	\$25.08
68	EA	377	Knockout Reducing Washer, Steel,	\$4.61	\$5.07	\$344.70	\$5.00	\$5.50	\$374.00
50	EA	369	Knockout Reducing Washer, Steel,	\$36.34	\$39.98	\$1,998.94	\$4.11	\$4.52	\$226.05
132	EA	1075	Knockout Reducing Washer, Steel,	\$1.20	\$1.32	\$174.59	\$1.38	\$1.52	\$200.38
200	FT	3/4-EMT	3/4" EMT Conduit - 10 Ft stick	\$1.07	\$1.18	\$235.84	\$13.29	\$14.62	\$2,923.80
10	EA	651S	3/4" EMT Compression End Connector	\$0.63	\$0.70	\$6.98	\$2.50	\$2.75	\$27.50
30	EA	231-DC2	3/4" EMT set Screw End Connector	\$0.51	\$0.56	\$16.73	\$0.53	\$0.58	\$17.49
10	EA	EMT75	3/4" Push-On Bushing	\$0.18	\$0.20	\$1.99	\$0.23	\$0.25	\$2.53
30	EA	322	3/4" Threaded, Bushing	\$0.10	\$0.11	\$3.23	\$0.16	\$0.18	\$5.28
300	EA	921-S	3/4" EMT one hole strap	\$0.25	\$0.28	\$83.46	\$0.22	\$0.24	\$72.60
100	EA	88031449	Bridgeport, 3/4" Conduit Hanger w/ Bridgeport, 3/4" Conduit Hanger w/	\$0.48	\$0.53	\$52.53	\$0.78	\$0.86	\$85.80
664	EA	TP404	4 SQ deep Box, with 3/4 KO	\$1.31	\$1.44	\$954.34	\$5.76	\$6.34	\$4,207.10
25	EA	TP572	4 SQ Cover with 3/4" center KO	\$2.61	\$2.87	\$71.70	\$5.94	\$6.53	\$163.35
25	EA	TP480	4SQ Cover with single Gang Opening, >>> Basket Tray	\$1.24	\$1.36	\$33.97	\$4.89	\$5.38	\$134.48
									\$0.00
300	EA	CF54/150EZ	Cablofil, 6" wire mesh 2"x10 ft deep,	\$106.66	\$117.33	\$35,197.80	\$110.00	\$121.00	\$36,300.00
342	EA	CF54/50EZ	Cablofil, 2" wire mesh 2"x10 ft deep,	\$47.45	\$52.20	\$17,850.69	\$65.00	\$71.50	\$24,453.00
46	EA	FA1S 150PG	Cablofil, Wall Fast L bracket 6"	\$9.13	\$10.04	\$461.98	\$11.06	\$12.17	\$559.64
399	EA	CS0	Cablofil, Wall Fast L bracket 2"	\$4.15	\$4.57	\$1,821.44	\$4.50	\$4.95	\$1,975.05
220	EA	FASPC1150PG	Cablofil, Center Hanger 6"	\$10.35	\$11.39	\$2,504.70	\$18.00	\$19.80	\$4,356.00
200	EA	SF50PG	Cablofil, Center Hanger 2"	\$10.11	\$11.12	\$2,224.20	\$9.50	\$10.45	\$2,090.00
820	FT	ATR 1/4X120 ZN	1/4-20 Thread rod, 10 Ft	\$3.81	\$4.19	\$3,436.62	\$2.00	\$2.20	\$1,804.00
450	EA	ATR 3/8X72 ZN	3/8 Thread rod, 6 Ft	\$5.16	\$5.68	\$2,554.20	\$3.00	\$3.30	\$1,485.00
700	EA	HN38	Cablofil, 3/8 Nuts, 100 ct	\$0.14	\$0.15	\$107.88	\$0.10	\$0.11	\$77.00
2300	EA	FW38	Cablofil, 3/8 washers, 100 ct	\$0.13	\$0.15	\$333.96	\$0.08	\$0.09	\$202.40
100	EA	EZBN14EZ	Cablofil, Bolt & Nut, EZ HN 1/4, 50ct	\$0.34	\$0.37	\$37.40	\$0.32	\$0.35	\$35.20
66	EA	GND5H	Cablofil, Grounding Lug,	\$10.93	\$12.02	\$793.52	\$9.00	\$9.90	\$653.40
26	EA	SWKEZ	Cablofil, Splice Washer Kit, 50ct	\$2.42	\$2.66	\$69.21	\$95.00	\$104.50	\$2,717.00
46	EA	HH2K11PG	Cablofil, End Wall Term Bracket	\$5.12	\$5.63	\$259.07	\$6.50	\$7.15	\$328.90
6	EA	HTH	nVent Erco, INTERSYSTEM	\$22.63	\$24.89	\$149.36	\$12.00	\$13.20	\$79.20
625	FT	THHN-6-STRGRN-	#6 THHN Green Stranded Wire	\$1.33	\$1.46	\$914.38	\$1.00	\$1.10	\$687.50
									\$0.00
1240	EA	HH38	L.H. Dottie, 3/8 x 3 in. Hanger Bolts	\$0.50	\$0.55	\$678.73	\$0.54	\$0.59	\$736.56
800	EA	RC2	L.H. Dottie, Threaded Rod Coupling,	\$0.75	\$0.83	\$662.46	\$0.52	\$0.57	\$457.60
40	EA	FW38	L.H. Dottie, Flat Washer, Zinc Plated	\$0.13	\$0.15	\$5.90	\$0.12	\$0.13	\$5.28
1040	EA	HL538	L. H. Dottie, 3/8 in., Lag Shields (Short)	\$1.09	\$1.19	\$1,242.27	\$1.40	\$1.54	\$1,601.60
						\$0.00			\$0.00
1300	EA	HB14	L.H. Dottie, 1/4 x 3 in. Hanger Bolts	\$0.31	\$0.34	\$443.01	\$0.29	\$0.32	\$414.70



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RFB Bid Summary

1400	EA	RC1	L.H. Dottie, Threaded Rod Coupling,	\$0.36	\$0.40	\$559.02	\$0.29	\$0.32	\$446.60
1600	EA	FW14	L.H. Dottie, Flat Washer, Zinc Plated	\$0.07	\$0.08	\$123.20	\$0.12	\$0.13	\$211.20
1650	EA	SL514	L.H. Dottie, 1/4" Long Metal Lag	\$0.75	\$0.83	\$1,361.25	\$0.55	\$0.61	\$998.25
32	EA	SF125P-LR0	Panduit, Expandable Braid Sleeve, 1-	\$2.42	\$2.66	\$85.18	\$105.00	\$115.50	\$3,696.00
32	EA	97625	Mulberry, Split Wall Plate, 1 inch	\$16.07	\$17.68	\$565.71	\$5.00	\$5.50	\$176.00
1456	FT	1/4 EHS-A-7W	1/4" Guide Wire	\$0.29	\$0.32	\$462.13	\$0.30	\$0.33	\$480.48
2000	PK	RMCI438	1/4 20 x 3/8" Roundhead machine	\$0.12	\$0.13	\$261.80	\$0.10	\$0.11	\$220.00
2400	PK	RMCI412	1/4 20 x 1/2" Roundhead machine	\$0.12	\$0.13	\$314.16	\$0.15	\$0.17	\$396.00
						\$0.00			\$0.00
180	FT	B54SH-120GLV	Deep Chanel Unistrut 10 Ft stick	\$8.62	\$9.48	\$1,706.76	\$140.00	\$154.00	\$27,720.00
30	FT	B22SH-120GLV	Shallow Unistrut 10 Ft stick	\$2.67	\$2.94	\$88.11	\$155.00	\$170.50	\$5,115.00
106	EA	N224ZN	B-Line, Spring Nut, 1/4in-20 Thread	\$1.44	\$1.58	\$167.43	\$3.50	\$3.85	\$408.10
500	EA	MH1434	Bolts, 1/4-20 in Thread, 3/4 in L Hex	\$0.12	\$0.13	\$67.10	\$0.25	\$0.28	\$137.50
100	EA	FWHA14	L. H. Dottie, 1/4" x 3/4" HARD	\$0.20	\$0.22	\$21.84	\$0.15	\$0.17	\$16.50
20	EA	SL514	L.H. Dottie, 1/4" Long Metal Lag	\$0.75	\$0.83	\$16.50	\$0.55	\$0.61	\$12.10
			>>> Firestopping						\$0.00
108	EA	SSP28	STI, Series SSP Putty	\$27.93	\$30.72	\$3,318.08	\$25.00	\$27.50	\$2,970.00
60	EA	LCL300	STI, Spec seal LCI Intumescent	\$11.83	\$13.01	\$780.78	\$12.00	\$13.20	\$792.00
6	EA	FZDP44S2	STI, FZ Path 44+ Fire-Rated Pathway	\$391.41	\$430.55	\$2,583.31	\$345.00	\$379.50	\$2,277.00
			>>> J-Hooks						\$0.00
190	EA	CAT126Z34	Caddy, J-HOOK WITH ROD/WIRE	\$3.94	\$4.33	\$822.46	\$4.50	\$4.95	\$940.50
813	EA	CAT12	Caddy, Cat 12 J-Hook, 0.6sq"	\$1.88	\$2.06	\$1,676.90	\$2.35	\$2.59	\$2,101.61
765	EA	CAT16HP	Caddy, Cat 16 J-Hook, 1.07sq"	\$2.69	\$2.96	\$2,262.04	\$3.25	\$3.58	\$2,734.88
2535	EA	CAT21HP	Caddy, Cat 21 J-Hook, 2.29sq"	\$3.33	\$3.67	\$9,296.58	\$3.75	\$4.13	\$10,456.88
50	EA	CAT32HP	Caddy, Cat 32 J-Hook, 3.97sq"	\$3.83	\$4.21	\$210.50	\$4.50	\$4.95	\$247.50
50	EA	CAT48HP	Caddy, Cat 48 J-Hook, 9.26sq"	\$6.62	\$7.28	\$364.03	\$6.50	\$7.15	\$357.50
50	EA	CAT64PH	Caddy, Cat 64 J-Hook, 15.48sq"	\$7.63	\$8.39	\$419.42	\$8.50	\$9.35	\$467.50
300	EA	CAT21HPSPF	Caddy, Cat 21 J-Hook, with Shot-Fire	\$6.06	\$6.67	\$1,999.97	\$5.50	\$6.05	\$1,815.00
500	EA	CAT32HPSPF	Caddy, Cat 32 J-Hook, with Shot-Fire	\$7.00	\$7.70	\$3,851.76	\$6.50	\$7.15	\$3,575.00
2517	EA	HC	nVen Caddy, HC Beam Clamp	\$1.40	\$1.54	\$3,884.21	\$1.50	\$1.65	\$4,153.05
1585	EA	CATHPA4	nVen CADDY Cat HP J-Hook Angle	\$1.25	\$1.38	\$2,185.30	\$1.25	\$1.38	\$2,179.38
10	EA	CATHPTM	nVen CADDY Cat HP J-Hook Tree	\$1.46	\$1.61	\$16.06	\$1.45	\$1.60	\$15.95
26	EA	MPLS	Caddy, Low Voltage ring, Single Gang	\$2.42	\$2.66	\$69.08	\$1.65	\$1.82	\$47.19
			>>> Cabinets & Racks						\$0.00
6	EA	55053-703	Chatsworth, Standard 3"D rack, 7 x	\$191.75	\$210.93	\$1,265.55	\$185.00	\$203.50	\$1,221.00
600	EA	40604-001	Chatsworth, Rack & Frame Install Kit,	\$25.20	\$27.72	\$16,632.00	\$25.00	\$27.50	\$16,500.00
4	EA	40607-001	Chatsworth, Rack & Frame Install Kit,	\$8.01	\$8.81	\$35.24	\$8.00	\$8.80	\$35.20
6	EA	13912-703	Chatsworth, Velocity Double sided	\$248.34	\$273.17	\$1,639.04	\$295.00	\$324.50	\$1,947.00
1	EA	RE4X	Hubbell, Rebox Cabinet, W24.2"x	\$1,059.80	\$1,165.78	\$1,165.78	\$995.00	\$1,094.50	\$1,094.50
4	EA	SRWF12UJ38	TrippLite, Smart Rack 12U Low-pro	\$689.78	\$758.76	\$3,035.03	\$675.00	\$742.50	\$2,970.00
2	EA	SRWF6UJ36	TrippLite, Smart Rack 6U Low-pro	\$546.30	\$600.93	\$1,201.86	\$575.00	\$632.50	\$1,265.00
8	EA	SRW12USDP	TrippLite, Smart Rack 12U Low-pro I	\$676.86	\$744.55	\$5,956.37	\$650.00	\$715.00	\$5,720.00
8	EA	SRW12US33G	TrippLite, Smart Rack 12U Low-pro I	\$847.73	\$932.50	\$7,460.02	\$775.00	\$852.50	\$6,820.00
									\$0.00
4	EA	11301-701	Chatsworth But-Splice Kit, Black, 1-	\$10.93	\$12.02	\$48.09	\$11.50	\$12.65	\$50.60
6	EA	10250-712	Chatsworth, Runway, 1-1/2" x 3/8 x 9"	\$134.20	\$147.62	\$885.72	\$125.00	\$137.50	\$825.00
2	EA	11421-712	Chatsworth, Wall Angle Support Kit to	\$28.01	\$30.81	\$61.62	\$29.00	\$31.90	\$63.80
6	EA	11302-701	Chatsworth, Junction-Splice Kit, Black,	\$11.46	\$12.61	\$75.64	\$11.50	\$12.65	\$75.90
4	EA	11301-701	Chatsworth But-Splice Kit, Black, 1-	\$10.93	\$12.02	\$48.09	\$11.50	\$12.65	\$50.60
6	EA	10595-712	Chatsworth, 3" Channel Rack to	\$38.49	\$42.34	\$254.03	\$37.00	\$40.70	\$244.20
10	EA	11310-001	Chatsworth, Threaded Ceiling Kit,	\$27.40	\$30.14	\$301.40	\$26.00	\$28.60	\$286.00
2	EA	11085-001	Chatsworth, Treaded Rod Cover, 10	\$25.15	\$27.67	\$55.33	\$23.00	\$25.30	\$50.60
8	EA	12100-712	Chatsworth, Cable Runway Radius	\$36.80	\$40.48	\$323.84	\$36.00	\$39.60	\$316.80
6	EA	10506-708	Chatsworth, Cable Elevation Kit,	\$50.91	\$56.00	\$336.01	\$48.00	\$52.80	\$316.80
									\$0.00
32	EA	V700	Wiremold, V700 - 10-foot stick	\$15.00	\$16.50	\$528.00	\$1.70	\$1.87	\$59.84
60	EA	V5703	Wiremold, 700 Series Supporting Clip	\$0.66	\$0.73	\$43.56	\$0.55	\$0.61	\$36.30
32	EA	V5744	Wiremold, 700 Series Single-Gang	\$21.80	\$23.98	\$767.36	\$21.00	\$23.10	\$739.20
			Subtotal for most commonly purchased items	\$12,086.49	\$13,273.13	\$859,777.07	\$11,874.53	\$13,061.98	\$887,938.49

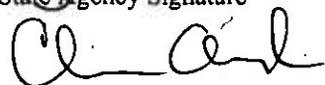
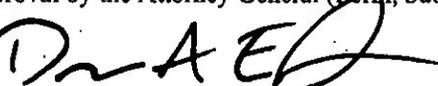
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Administrative Services Bureau of Purchase and Property		<b>1.2 State Agency Address</b> 25 Capitol Street, Room 102 Concord, NH 03301	
<b>1.3 Contractor Name</b> Arcommm Communications Corporation		<b>1.4 Contractor Address</b> 462 W. Main St. Hillsboro, NH 03244	
<b>1.5 Contractor Phone Number</b> 603-464-4600	<b>1.6 Account Unit and Class</b> Various	<b>1.7 Completion Date</b> 07/31/2026	<b>1.8 Price Limitation</b> \$3,471,700.48
<b>1.9 Contracting Officer for State Agency</b> Lincoln Adams		<b>1.10 State Agency Telephone Number</b> 603-271-0580	
<b>1.11 Contractor Signature</b>  Date: 6/8/23		<b>1.12 Name and Title of Contractor Signatory</b> ALAN NIXA, PRESIDENT	
<b>1.13 State Agency Signature</b>  Date: 7/6/23		<b>1.14 Name and Title of State Agency Signatory</b> Charles M. Arlinghaus, Commissioner	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: 7/10/23			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b> G&C Item number: _____ G&C Meeting Date: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations, and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

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

**7. PERSONNEL.**

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

## 8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term, or condition of this Agreement.

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

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

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

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

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

## 9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

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

14.1.1 commercial general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

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

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

**16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

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

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

Contractor Initials AW  
Date 6/8/23

**EXHIBIT A**  
**SPECIAL PROVISIONS**

There are no special provisions of this contract.

Contractor Initials     *AW*      
Date     6/8/23

**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 Communications Systems Repair, Maintenance and Cabling Services in accordance with the bid submission in response to State Request for Bid #2765-23 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 2765-23
- f. EXHIBIT E Contractor's Bid Response

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), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2765-23," and (5) EXHIBIT E "Contractor's Bid Response."

**3. TERM OF CONTRACT**

The term of the contract shall commence on August 1, 2023, or upon approval of the Governor and Executive Council, whichever is later, through July 31, 2026, a period of approximately three (3) years.

The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions, and pricing structure with the approval of the Commissioner of the Department of Administrative Services/Governor and Executive Council.

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

**4. SCOPE OF WORK**

Contractor shall be responsible to supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein. The scope of work shall include communication cabling, system repair and maintenance services, as needed throughout geographic State of New Hampshire offices in the offer section of this bid. See Attachment C for a list of locations by Municipality. The Addresses number count within Attachment C is intended only as a reference. Locations with a higher quantity of numbers will require a greater number of services - Moves, Adds and Changes (MAC) than those with lower number counts.

*Am*  
6/8/23

A Request for Quote (RFQ) and Statement of Work (SOW) shall be issued to each successful contractor in the County where work is being requested. The Individual projects shall be awarded to the contractor with the lowest not to exceed quotes based on contract rates meeting the RFQ/SOW requirements. Emergency projects will be based upon the repair rates specified in the offer section.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and 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 any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

**TELECOMMUNICATIONS SERVICE REQUESTS:** All State Agency services shall be requested and coordinated directly through the Department of Information Technology (DoIT) - Statewide Telecommunications. Contractor shall be responsible for performing all work requested through written Telecommunications Service Requests (TSRs). Only State Agency requests initiated from Statewide Telecommunications shall be accepted by the Contractor; work submissions or other requests from any other State Agency shall not be honored by the Contractor under this Contract. All Contractor correspondence and submissions shall be sent to: DoIT-Statewide Telecommunications. Contractor shall be responsible for performing all work requested through written Telecommunications Service Requests (TSRs) and Emergency Services verbal requests, identifying the required actions. The Contractor shall accept only TSRs initiated from the Department of Information Technology - Statewide Telecommunications. Only requests, initiated from Statewide Telecommunications designated agents, shall be accepted by the Contractor. Any State of New Hampshire Agency Work Request submissions, from any other source or State Agency, shall not be honored by the Contractor under any resulting contract. The Contractor shall direct such Requests to Statewide Telecommunications for proper submission and tracking of Requests.

The Contractor shall also provide emergency services upon receipt of a verbal telephone request from DoIT-Statewide Telecommunications, the Contracting Officer or his/her designee. The Contractor shall submit a verification of service request and schedule date to Statewide Telecommunications within three (3) business days of requested receipt of a Telecommunications Service Request (TSR) for each TSR forwarded to the Contractor.

Contractor must utilize and retain State issued TSR Work Order numbers as a cross reference to any Contractor order number. All such associations shall be provided to the State within one (1) State business day (8 work hours) of the placement of service request.

**MAJOR SERVICE CALL:** The Contractor shall respond on site to a Major Service Call within four (4) business hours (8:00 a.m. through 4:30 p.m.) of report of occurrence on State business days (typically 5 days per week). A Major Service Call is defined as a loss of twenty-five percent (25%) of trunks or stations, total system down, loss of service to a department, or loss of attendant console operation

or associated Automated Attendant System. Contractor shall make every effort to complete major service orders prior to leaving service site. All such services may be requested via telephone call, e-mail, or fax. Any minor service call may be upgraded to a Major Service Call at any time at the discretion of Statewide Telecommunications, the Contracting Officer or his/her designee.

**MINOR SERVICE CALL:** Contractor shall respond to a Minor Service Call within five (5) State business days (8:00 a.m. through 4:30 p.m., 5 days per week negating State holidays) of request for service. A Minor Service Call is defined as any service call not defined as a Major Service Call. All Minor Service Call requests for service shall be provided on a written Telephone Services Request (TSR) or a service trouble ticket e-mailed or faxed to the Contractor. TSRs or service trouble tickets shall define the scope of work, contact person, site location and associated details of the issues or services required. The State reserves the right to escalate any Minor Service Call to a Major Service Call at any time.

**EMERGENCY SERVICES:** Contractor shall provide Emergency Service twenty-four hour, seven days per week (24x7) including holidays upon emergency situations. Contractor shall maintain adequate (certified and experienced) staff and materials to comply with all terms of service agreements stated under the Contract.

Any call for Emergency Services to the Contractor, shall be returned within 15 minutes of initial request. Contractor shall pursue a solution to Emergency Service issues within two (2) hours of request. Issues not resolved within four (4) hours of request shall become critical to the State, and require continued work to satisfy and resolve the Emergency Issue. Contractor shall NOT limit daily work to eight (8) hours per day when addressing emergency issues, requiring the Contractor to continue work beyond business hours until the Emergency Issue is resolved.

**GENERAL FACILITIES SERVICE WORK:** Contractor shall respond to TSRs that provide routine Move, Add and Change (MAC) services involving analog and digital communication lines, legacy key telephone and PBX equipment, and LAN/WAN passive hardware and facility installation or repair abiding by current applicable BICSI and TIA/EIA standards. Inclusive are equipment repair, hardware equipment card installations, IDC block installation (66, 110, Krone, etc.), copper and fiber backbone and premise cable installations, station cabling, cross wire, PBx software updates, and local or remote programming and system software backup. The Contractor services may be expanded based upon additional Contractor capabilities.

**FIBER OPTIC CABLE INSTALLATION:** Contractor shall supply, install, terminate, test and repair multi-mode and single-mode fiber optic cable as directed by the State and/or required for the intended use and in accordance with TIA/EIA-568 structured cabling standards. Requests shall be made via Statewide Telecommunications TSR. Contractor shall be capable of fiber cabling installation including mechanical and fusion cable splicing, fiber termination and related equipment.

**COPPER ETHERNET CABLING:** Contractor shall supply, install, terminate, test, and/or repair copper cabling including backbone, interconnect and station cabling as directed via TSR with all ethernet LAN cabling installed as directed by Statewide Telecommunications and in accordance with current ANSI/EIA-TIA-568 standards. Requests shall be made via Statewide Telecommunications TSR.

**REMOVAL OF CABLING:** In General, Contractor shall anticipate removal of any abandoned copper cable and fiber following the State's transition to newly installed fiber and/or copper cabling.

**DATA NETWORK COMPONENTS:** Contractor may be called upon to service or install data network components under the direction of the Office of Information Technology. Installation shall be limited to relay rack provisioning and installation, physical mounting of routers and/or switches, UPS mounting and pre-charging, and patching of station cable or carrier cable. Active data equipment shall be provided by the State.

**NOT TO EXCEED QUOTATIONS:** Statewide Telecommunications, the Contracting Officer, or his/her authorized designee may, whenever he/she believes the size or complexity of a project so warrants, (or an Agency requests) request the Contractor provide a "not to exceed" dollar amount quote for the project. All Contractor quotes shall be completely itemized. Quotes shall include a line item identifying installation labor hours, total cost of hours, and material cost, with a list of materials, and individual item cost, required to complete the specific job. The quote shall be inclusive of the timeframe to complete services. When replacement cabling is installed – Contractor quotes shall include a separate line item to identify the cost for removal of all abandoned copper and fiber cables. The quote and subsequent order shall contain a cost figure based upon a good faith estimate. The Contractor shall not exceed such estimate. Resulting TSRs originating from "not to exceed" quotes do not relinquish the Contractor from providing the documentation required for any other job. Charges shall be the lesser of the actual cost of service and materials, or the maximum "not to exceed" dollar cost. Changes to the original scope and any resultant change in costs shall be documented via Contractor submitted Change Request and approved by Statewide Telecommunications. Contractor shall not proceed with any work not approved through Statewide Telecommunications.

Contractors shall provide "not to exceed" quotations for any service when requested. Complete quotes including all itemized associated costs shall be provided within five (5) business days of requests. Quotes shall be honored for a minimum of 90 days, unless there are special circumstances which have been disclosed in writing to and agreed in writing to by Statewide Telecommunications, the Contracting Officer or his/her designee. Special exceptions shall be clearly noted as part of any quotation. All quotes are to be submitted on the Contractor's stationary/letterhead and sent electronically, via e-mail delivery to Statewide Telecommunications.

**WARRANTY REQUIREMENTS:** Contractor shall warranty any, and all, materials and equipment installed or provided by the Contractor for a minimum of twelve (12) months, or the manufacturer's standard USA warranty, whichever is greater, from time of State installation acceptance without additional charge. The warranty period shall start after product delivery, installation, and acceptance by the State. If the Contractor's equipment and programming fails to operate as specified within 30 days of complete installation, the State shall have the right to declare the Contractor's product or service work unacceptable, and the Contractor in default. Warranty shall cover all parts, shipping, and labor. All workmanship shall be guaranteed for the duration of the Contract. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

**DEFECTIVE EQUIPMENT:** The Contractor warrants that all items supplied are new and in good working order, and will conform to the manufacturer's official published specifications, the bid specifications, and all applicable ANSI, TIA/EIA standards. Only the most current compatible model and version of hardware and software platforms shall be used. If the State finds any Contractor

provided product found to be defective, incompatible, or non-current, in any way, for any reason, the Contractor shall replace it at Contractor's expense within five (5) business days of receiving notice from the State. The State shall not be responsible for transportation or shipping of equipment and/or related costs, including costs incurred for equipment returns and/or replacement of any defective equipment, or installation costs for equipment replaced due to unsatisfactory operation.

**NEW EQUIPMENT:** All materials provided shall be new and of current existing manufacturer. During the warranty period, the State may inspect any work to ensure strict compliance with codes and requirements stated within the bid. Any workmanship proven deficient, and reported to the Contractor by the State, shall be corrected within forty-eight hours of report at no cost to the State. If the work jeopardizes or disrupts service, work to make corrections shall begin within a four (4) business hour period. If the Contractor does not correct the problem in the allotted timeframe, unless the original timeframe is extended by the State, the State may, at its option, request services from an alternate Contractor at the Contractor's expense.

The Contractor shall pay all transportation costs for equipment returned due to unsatisfactory operation or for equipment shipped to replace said returned equipment after installation throughout the warranty period.

**CONTRACTOR EMPLOYEE SECURITY REVIEW:** Prior to providing service to the State and entering any State facility, each Contractor and/or subcontractor employee shall obtain a criminal history record review from the Department of Safety, Division of State Police, Criminal Records Unit. The State reserves the right to deny any Contractor employee with a criminal history to be allowed on a job site. These terms are inclusive of any subcontractor or other personnel providing services at State facilities. Employee agreements allowing background checks and any associated costs to obtain the review will be exclusively the responsibility of the Contractor. The Contractor shall provide proof of no records found to the Department of Information Technology, Office of Statewide Telecommunications five (5) days prior to the employee arrival at any worksite.

- The State may require that a Contractor's employee be precluded from entry into any facility. The Contractor shall replace any employee working at such locations when directed by the State.
- The Contractor shall provide written notice to the Telecommunications Section of any changes of Contractor employee criminal record status.
- All Contractor personnel shall comply with the individual State facility security requirements in which they are performing services under this contract including signing required log in/out forms.
- Should installation personnel be rejected by the State, the Contractor shall provide replacement personnel immediately in order to meet assigned installation dates.
- Any current contractor receiving a contract as a result of this RFB shall provide current evidence of "no records found" documentation within thirty (30) days of contract award.

**CONTRACTOR EMPLOYEE PRECLUDED FROM BUILDING ACCESS:** The State may require that a Contractor employee be precluded from entry into any facility. The Contractor shall replace any such employee working at such locations with alternate personnel as directed by the State. Should any installation personnel be rejected by the State, the Contractor shall provide replacement personnel immediately in order to meet assigned installation dates.

**NOTICE OF EMPLOYEE CHANGES:** The Contractor shall provide written notice to the State of any changes of Contractor employees providing service to the State and obtain authorization from the State for acceptance prior to service provisioning by such employee.

**SECURITY REQUIREMENT COMPLIANCE:** All Contractor personnel shall comply with the individual State facility security requirements in which they are performing services under this contract including signing required log in/out forms.

**ID BADGES:** Contractor shall provide employee photo ID badges, which list the company name and company contact telephone number for each employee (and, if applicable, for each sub-contractor) servicing the State account. All Contractor employees (and, if applicable, all sub-contractors) shall dress appropriately, presenting a neat appearance wearing the ID while servicing the State. The State shall retain the right to disallow service and site access to any employee (and, if applicable, to any sub-contractor) not displaying a photo ID badge issued by the Contractor. All costs for acquiring photo IDs shall be borne by the Contractor.

**WORK REPORTS:** Complete work reports shall be supplied via e-mail directed to the Contracting Officer, or his/her designee, on a daily basis, and listing each job performed during the previous work day and the status of the job along with an estimated completion date. The report will be used to close out service requests and trouble tickets. Reports shall be provided in .xls (or current MS Excel format) or .csv format. Invoiced services without close out reports will be rejected as incomplete.

**DISPATCH:** The Contractor shall provide office dispatch personnel, accessible by dialing a single toll free telephone number. Dispatch personnel shall have direct access to technicians. Personnel shall be knowledgeable of service requests, scheduling, technician activity and customer billing. Said personnel shall be available at all times during the business hours of 8:00 a.m. to 4:30 p.m. local time, Monday through Friday, excluding State holidays. In addition, the Contractor shall provide the State with an emergency number to request services during non-standard work times. When called, the State contact shall receive a Contractor return call within fifteen (15) minutes of initial call.

**E-MAIL AVAILABILITY:** The Contractor shall maintain e-mail availability throughout the term of the Contract, with e-mail being reviewed and addressed every hour of operation. The State may communicate with the Contractor in all respects through e-mail as desired by the State. Contractor systems shall be capable of receiving and interpreting current version Adobe, MS Word, Excel, Visio, and AutoDesk/AutoCAD files.

**VENDOR STAFF:** Both the State and the Contractor shall provide a contract manager and associated staff for the administration of any resulting contract.

**CONTRACTING OFFICER:** Contractor shall provide a primary contracting officer for all services provided to the State. In addition, a single Contractor Project Manager shall be provided, who is responsible to ensure continuation of services as defined within.

**PROJECT MANAGER:** The Contractor shall assign and identify a Project Manager who shall have full authority to make binding decisions under the Contract and shall function as the Contractor's representative for all administrative and management matters. The Contractor shall identify the Project Manager within the bid response. The Project Manager shall be available from 8:00 A.M. to

4:30 P.M. Eastern Standard Time of each State business day to promptly respond questions and address service issues. The Project Manager or alternate shall respond to any calls within two (2) hours of inquiries from the State and be at the State site as needed. The Project Manager shall provide complete oversight of service requests inclusive of best industry practice implementation, schedule development, site surveys, reporting, organization of weekly status meetings and cutover coordination of each and every circuit installation. The Project Manager shall be qualified to perform the obligations required of the position under the Contract. The Contractor's selection of a Project Manager will be subject to the prior written approval of the State. The State reserves the right to require removal or reassignment of the Contractor's Project Staff found unacceptable to the State.

**ACCOUNT MANAGEMENT:** Order provisioning personnel for the acceptance of State service and repair requests. Personnel shall be completely aware of Contractor services, and fully capable of relating such services to State needs. The Contractor shall interpret State Telecommunications Service Request (TSRs) or repairs, speak with State contacts to define service needs and complete any documentation necessary for the Contractor in order to complete service implementation.

**FINANCIAL REPRESENTATIVE:** The Contractor shall provide dedicated financial representatives knowledgeable in the Contractor invoicing systems, associated input, and corrective activities to resolve billing, call detail, equipment programming, and data discrepancies. The Financial Representative will cooperate with the State to resolve billing, payment or report and invoice accuracy problems that may occur during the course of the contract. The Contractor shall provide within five (5) working days, any corrective data requested by the State. This is inclusive of itemized balances and credits owed the State. The Contractor shall provide daily reports indicating the completion or continuation of any service requested by the State.

**FIELD INSTALLATION STAFF:** The Contractor shall provide all labor required to complete service requests. Technicians shall be skilled and experienced, manufacturer certified, working in accordance with the most modern engineering and trade practices, and be BICSI (Building Industry Consulting Services International) trained or certified. Proof of technician training or certification shall be provided prior to award of contract and any time during the Contract period when requested by the State. All work shall present a neat appearance and shall adhere to applicable industry standards.

The Contractor shall provide a list of technical education achievements for each Technician utilized for State jobs. Those employees listed may be changed throughout the duration of the Contract. All technicians working on State job assignments shall be approved by the State prior to commencing work. The Contractor shall request State approval and acceptance of Technicians one week prior to dispatch to any site. Acceptable requirements shall include one or more of the following:

1. Associate degree in electronics or communications from a recognized college or university with one (1) year of experience;
2. A certificate of achievement of applicable subject matter from a recognized technical school with two (2) years' experience;
3. Technician certification provided through a telecommunication equipment manufacturer that provides a structured certification program and two (2) years' experience;
4. An Installer 2 (or higher) certificate of achievement from BICSI.

**ACCOUNT TEAM ACCESS:** The Contractor shall provide telephone, facsimile, and Internet e-mail addresses for each individual on the Contractor account team. General toll free numbers shall be provided for telephone and facsimile services on a statewide basis.

**LICENSES, PERMITS, AND INSPECTIONS:** The Contractor shall give all notices and comply with all codes, laws, ordinances, rules, and regulations of any public authority having jurisdiction, which bears on the performance of its work or provisioned equipment. The Contractor shall pay for all licenses, permits, and inspection fees required for its work. The Contractor shall furnish copies of all approved inspection certificates and approvals from authorities having jurisdiction in a timely fashion upon completion of the work. The equipment and installation shall conform in all respects to Local and State codes and relevant FCC rules and regulations (BICSI, TIA/EIA, and industry standards).

**STATE AGENCY PROJECT/STATUS MEETINGS:** The Contractor shall participate in project and/or status meetings with State employees (or designees) during the term of any resulting contract, as required by the State. Meetings shall include the State Project Manager (or designee) and the Contractor Project Manager. Other State staff or project members will attend as mutually agreed upon by the State and Contractor Project Managers. State Senior Management will be kept informed on the project status via attending the meetings or, in the event of a major decision, by scheduling a Senior Management meeting.

Meetings will cover Contractor each TSR Work Order including schedules and resource aspects of services. Emphasis should be placed on the accomplishments for the concluded reporting period, the planned activity for the future reporting period, and identification and resolution of all issues and problems. The review shall be conducted at a time and location to be determined jointly by the State. The agenda and minutes of each meeting shall be produced and distributed as mutually agreed by the State and Contractor Project Managers.

**INTERFACING WITH OTHER CONTRACTORS:** During and after installation, Contractors may be required to contact alternate Contractors to resolve problems if they occur. The State will mediate in the event of unresolved conflicts. Contractors shall attend any meetings called by the State to resolve conflicts without additional charges being imposed on the State.

Attendance shall follow the timeframes as defined in the repair definitions within this document. Contractors shall abide by State resolution of all such conflicts, and perform services as directed by the State.

**SAFETY & SECURITY PROCEDURES AND STANDARDS:** All installations shall be conducted in a manner equal to or better than the normal safety and security procedures and standards established by the local, State, individual State Agency, federal or industry authorities and shall at no time place State facilities or its occupants in jeopardy.

**DEBRIS:** The Contractor shall remove, on a daily basis, all materials and debris associated with installations or services relating to the terms of this contract. Contractor shall provide refuse containers for collecting and disposing of all refuse associated with Contractor installations. Contractor shall not use refuse containers belonging to the State or other Contractors working on sites. Each technician shall have as part of their equipment inventory a broom, dustpan, and vacuum. The Contractor shall be called back to any location, requiring "clean-up" if the work site is found untidy with scrap materials immediately following service. All such return service shall be at the Contractor's expense.

Immediately following any buried facility installation ("cable plowing"), the Contractor shall provide the associated clean-up per industry standards and to the satisfaction of the State.

In compliance with RSA 277-A known as the Workers Right to Know Act, the Contractor shall provide Safety Data sheets (SDS) with the delivery of any and all products covered by said law. Copies of SDS sheets shall be forwarded to the Bureau of Statewide Communications prior to job completion.

**MATERIALS AND EQUIPMENT:** All materials provided by the Contractor shall be new of original equipment manufacturer (OEM). 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 may result in the State's refusal to accept Contractor bills. Items shall be defined by the requirement of each individual job. Items shall be limited only to the extent of the Contractor's prospective product line. Items may be added to or deleted from the product line at any time.

**SIGNED TIME AND MATERIAL DOCUMENTS:** Both copies of the Time and Material (T&M) document shall be signed by the State's representative on site at the time of job completion verifying that the job activity or full completion has taken place for the time stated on the T&M. One copy of the T&M shall remain with the site contact. A second copy shall be returned to the Bureau of Statewide Communications with the actual Contractor invoice. Final invoices without accompanying signed T&M shall be rejected back to the Contractor.

#### **TIME & MATERIAL DOCUMENT ITEMS**

Each T&M work order shall be forwarded to Statewide Telecommunications along with, or prior to, billing and office payment. Supplemental to an itemized invoice, T&M invoices shall contain the information included in Attachment B to reference the particular scope of work (SOW).

- Sample Daily Time and Material Invoice.

Contractor shall report hours worked per technician (from and to time of day) and the total hours worked at the reported site on the reported day. Hours worked shall be listed in ½ hour increments (rounded up) per employee on job site, from the actual time of arrival to the time of departure, with a minimum billing allowance of one (1) hour. Time to travel to and from a site shall not be included in the labor hours charged. Travel time and mileage charges shall not be accepted. Overextending job requirements to utilize two technicians where one could perform a task in a reasonable manner shall not be accepted. Efficiency of personnel is a major concern. The State, at its own discretion, may refuse any invoice based on inefficient use of labor.

**TRAVEL:** Contractor shall be responsible for the transportation of personnel to the job site. The State shall not be charged mileage or labor during travel time including that time required to acquire or deliver supplies.

#### **SERVICE REGIONS:**

The Contractor shall bid services based upon the region in which service is provided. Contractors shall propose services for all regions. The term "Region" shall include all sites within the geographic areas defined as:

**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

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by Statewide Telecommunications. The State requires ten-day 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.

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 shall be arranged by the requesting agency (State).

**QUALITY OF WORK:** 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 trained and 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.

If **sub-contractors** are to be utilized, the Contractor shall include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

**PREMISE ACCESS:** Contractor will be granted access to premises during standard State work hours unless installation, repair and/or maintenance projects require expanded timeframes. Contractor shall request access outside of the normal State business hours of 8:00 A.M. to 4:30 P.M., a minimum of 48 hours in advance. Consideration will be made for reduced timeframes in the occurrence of emergency situations. The Contractor is highly encouraged to perform all installations, repair and/or and maintenance during normal State working hours.

**CONFIDENTIAL INFORMATION:** The Contractor agrees that all discussions or information gained during an engagement shall be considered confidential and that no information gathered by the Contractor shall be released without prior consent of the State.

**ADDITIONAL REQUIREMENTS:**

Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. for State business days, 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-day 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.

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 shall 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.

## **5. USAGE REPORTING**

The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of Purchase and Property, Lincoln Adams and sent electronic to [Lincoln.J.Adams@DAS.NH.Gov](mailto:Lincoln.J.Adams@DAS.NH.Gov). At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
  - Percentage of recycled materials contained within finished products
  - Percentage of waste recycled throughout the manufacturing process
  - Types and volume of packaging used for transport
  - Any associated material avoided and/or recycled as applicable under contract
  - A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

## **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 #2765-23, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Contractor 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.

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/Contractorregistration/\(S\(a0fzcv55qhaeqs45jpya5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/Contractorregistration/(S(a0fzcv55qhaeqs45jpya5i45))/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. 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.

**EXHIBIT C  
METHOD OF PAYMENT**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide communications systems repair, maintenance and cabling 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 \$3,471,700.48; 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**

<b>REGION 1</b>			
<b>UOM</b>	<b>Technician Title</b>	<b>Arcomm Communications Corporation</b>	
		<b>Hourly Rate Mon-Fri</b>	<b>Hourly Rate Emergency Services All Other Times</b>
Hour	Standard Technician	\$ 110.00	\$ 165.00
Hour	Lead Technician	\$ 110.00	\$ 165.00
Hour	Fiber Technician	\$ 120.00	\$ 180.00
Hour	Splicing Technician	\$ 110.00	\$ 165.00
Hour	Specialist	\$ 120.00	\$ 180.00

<b>REGION 2</b>			
<b>UOM</b>	<b>Technician Title</b>	<b>Arcomm Communications Corporation</b>	
		<b>Hourly Rate Mon-Fri</b>	<b>Hourly Rate Emergency Services All Other Times</b>
Hour	Standard Technician	\$ 90.00	\$ 135.00
Hour	Lead Technician	\$ 90.00	\$ 135.00
Hour	Fiber Technician	\$ 100.00	\$ 150.00
Hour	Splicing Technician	\$ 90.00	\$ 135.00
Hour	Specialist	\$ 110.00	\$ 150.00

<b>REGION 3</b>			
<b>UOM</b>	<b>Technician Title</b>	<b>Arcomm Communications Corporation</b>	
		<b>Hourly Rate Mon-Fri</b>	<b>Hourly Rate Emergency Services All Other Times</b>
Hour	Standard Technician	\$ 90.00	\$ 135.00
Hour	Lead Technician	\$ 90.00	\$ 135.00
Hour	Fiber Technician	\$ 100.00	\$ 150.00
Hour	Splicing Technician	\$ 90.00	\$ 135.00
Hour	Specialist	\$ 110.00	\$ 150.00

### 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 for State issued Work Orders shall be submitted to the Department of Information Technology, Statewide Telecommunications after completion of work. Invoices shall include the State Work Order number, the location of the work, and a brief description of the work performed.

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

**INVOICE DELIVERY:** Contractor shall submit invoices monthly, no later than the 10<sup>th</sup> day of each month, to DoIT-Statewide Telecommunications or municipality after completion and acceptance of work.

All Contractor invoices must be itemized. Paper invoices shall be submitted to:

**Department of Information Technology,  
Operations  
Statewide Telecommunications, Rm.  
300C,  
27 Hazen Drive  
Concord, NH 03301**

*The State preference is that invoicing is transmitted electronically – the State will identify procedures for transmitting electronic invoices upon award.*

**DETAILED INVOICES:** Invoices for work requested by the State, and completed by the Contractor, shall be submitted monthly, no later than the 10th day of each month and following the State's acceptance of the work. Invoices shall be presented to: the **Department of Information Technology, Statewide Telecommunications**. *Invoice delivery to any other office may result in non-payment.* If properly delivered, 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 is the responsibility of the Contractor to present detailed Time and Material (T&M) work completion forms in duplicate for each service performed on a per job, per day basis. Contractor invoices shall not be accepted without the appropriate material invoices and complete T&M work form(s) and shall be itemized to include hours as well as cost plus 10% as applicable for materials. Only invoices delivered to the Department of Information Technology, Statewide Telecommunications will be honored. Detailed invoices shall be provided monthly within 30 days of completed and State accepted work.

**FIXED CHARGES:** The Contractor shall not invoice the State for any new or additional charges other than those costs listed in the Offer Section or identified in "Not to Exceed" Quotes. The State shall not be assessed taxes, additional monthly fees, or late payment fees. All taxes, fees and other charges mandated by government regulatory agencies must be inclusive of contracted charges.

**BILLING OF PAST CHARGES:** Contractors shall not hold the State liable for charges beyond 90 days from date of service if service invoices and/or related reports are not delivered in a manner and timeframe defined within this RFB. The State shall not be held liable for past due charges, and the Contractor shall not assess additional charges for bills past due. Billing shall not be considered complete until all reports and invoices as within are provided for the respective billing month. All payments for the associated service shall be held until these requirements are met.

**ADMINISTRATION OF BILLING:** The Contractor shall assign a dedicated financial representative to the State account that shall cooperate with the State to resolve billing, payment and invoice accuracy problems that may occur during the course of the contract.

The Contractor shall provide within five (5) working days, any corrective data requested by the State. This is inclusive of itemized balances and credits owed the State. The Contractor shall provide weekly reports indicating the completion or continuation of each job by State Telephone Service Request (TSR) number or State repair order number. Such shall be e-mailed to the State on a weekly basis. Unless specified otherwise, all reports required within shall be due on the day of the period specified (Monday following week for weekly reports, first day of the month for monthly reports).

**TERMS OF PAYMENT:** Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

## **5. PAYMENT**

Payment method (P-Card or ACH). **Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the State of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments:** <https://www.nh.gov/treasury/state-Contractors/index.htm>  
Eligible participants shall negotiate their own payment methods with the successful Contractor.

**EXHIBIT D**

RFB #2765-23 is incorporated here within.

Contractor Initials an  
Date 6/8/23

**EXHIBIT E**

Contractor's bid is incorporated here within

Contractor Initials                       
Date

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that 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: 0006242676



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6th day of June A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular stamp.

David M. Scanlan  
Secretary of State



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 June 6<sup>th</sup>, 2023 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 binding bid submission for Telecommunications 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 June 6<sup>th</sup>, 2023 and that Alan Nixa is the duly elected president of Arcomm Communications Corporation.

ATTEST: Fawn Nixa Fawn Nixa Title: Secretary

Date: 6-6-2023

(SEAL OF THE CORPORATION)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/06/2023

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

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

<b>PRODUCER</b> The Richards Group PO Box 959  Hanover NH 03755		<b>CONTACT NAME:</b> Lacey Burleson <b>PHONE (A/C, No, Ext):</b> (802) 251-1833 <b>FAX (A/C, No):</b> (802) 254-7110 <b>E-MAIL ADDRESS:</b> lburleson@therichardsgrp.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Selective Insurance Group, Inc.	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

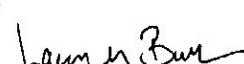
**COVERAGES**      **CERTIFICATE NUMBER:** 23/24 Master      **REVISION NUMBER:**

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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S 2441920	03/15/2023	03/15/2024	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	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			S 2441920	03/15/2023	03/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			S 2441920	03/15/2023	03/15/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 9084220	03/15/2023	03/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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. 10 day notice of cancellation provided as required in written contract.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
State of New Hampshire; Dept of Admin Svcs Bureau of Purchase & Prop 25 Capitol Street, Room 102 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 

STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 6/2/2023

Company Name: Arcomm Communications  
Address: 462 W. Main St.  
Hillsboro, NH 03244

To: Point of Contact: Lincoln Adams  
Telephone: (603)-271-0580  
Email: NH.Purchasing@dos.nh.gov

RE: Bid Invitation Name:  
Bid Number: 2765-23  
Bid Posted Date (on or by): 5/16/2023  
Bid Closing Date and Time: 5/26/2023 @ 11:30 AM (EST)  
Dear Lincoln Adams:

[Insert name of signor] Alan Nixa on behalf of Arcomm Communications [insert name of entity submitting bid (collectively referred to as "Vendor")] hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # xxx-23 for Communication Systems Repair, Maintenance, and Cabling Services at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

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

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature



Authorized Signor's Title President

Form P37-A

**REQUEST FOR BID FOR COMMUNICATION SYSTEMS REPAIR, MAINTENANCE, AND CABLING SERVICES  
FOR  
THE STATE OF NEW HAMPSHIRE**

**PURPOSE:**

The purpose of this bid invitation is to establish a contract for telephone and data communication systems repair, maintenance, and cabling services to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

**INSTRUCTIONS TO VENDOR:**

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, and signed page one of the bid invitation.

**BID SUBMITTAL:**

All bids shall be submitted on this form (or an exact copy), shall be typed or clearly printed in ink, and shall be received on or before the date and time specified on page 1 of this bid under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by **email to NH.Purchasing@DAS.NH.Gov**. All bids shall be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

**BID INQUIRIES:**

Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

**Questions shall be submitted by E-mail** to Lincoln Adams at the following address:  
Lincoln.J.Adams@DAS.NH.Gov

Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

**BID DUE DATE:**

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

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

**ADDENDA:**

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is:

<https://apps.das.nh.gov/bidscontracts/bids.aspx>

**TIMELINE:**

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

5/16/2023	Bid Solicitation distributed on or by
5/24/2023	Last day for questions, clarifications, and/or requested changes to bid
05/26/2023	11:30 AM (EST) Bid Closing
08/01/2023	Implementation of Contract

**TERMS OF SUBMISSION:**

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

A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

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

CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

**CONTRACT TERM:**

The term of the contract shall commence on August 1, 2023, or upon approval of the Governor and Executive Council, whichever is later, through July 31, 2026, a period of approximately three (3) years.

The contract may be extended for up to an additional two years thereafter under the same terms, conditions, and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Governor and Executive Council.

**CONTRACT AWARD:**

It is the intent for the State to award up to two (2) contracts to service all regions as represented in the offer section of this RFB.

The award shall be made to the Vendor(s) meeting the criteria established in this RFB and providing the lowest cost in total. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contracts.

Successful Vendor shall not be allowed to require any other type of order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

**NOTIFICATION AND AWARD OF CONTRACT(S):**

Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

**Bid results may also be viewed on our website at <https://apps.das.nh.gov/bidscontracts/bids.aspx>.**

For Vendors wishing to attend the bid closing: **Names of the Vendors submitting responses and pricing shall be made public. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.**

**LIABILITY:**

The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

**PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:**

Generally, the full contents of any proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to a bid or proposal that a Bidder considers confidential shall be clearly designated in the following manner:

**If the Bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential **must** be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.**

**Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.**

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will assess what information it believes is subject to release; notify the Bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Bidders acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFB;
- The State is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Bidder.

**TERMINATION:**

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

**VENDOR CERTIFICATIONS:**

All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

**STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Prior to bid award, Vendors shall have a completed All Vendors shall be duly registered with the NH Bureau of Purchase and Property as State of New Hampshire vendors. All Vendors that are corporations, limited liability companies, or other limited liability business entities (this excludes sole proprietors and general partnerships) shall be duly registered with the New Hampshire Secretary of State to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee: <https://DAS.NH.Gov/Purchasing>)
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://sos.nh.gov/corporation-division/>
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.
- **CERTIFICATE OF INSURANCE:** Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure 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. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

### **BID PRICES:**

Bid prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **shall be built into your bid price** at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Per Administrative Rule 606.01 (e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer

Updated Published Price List MUST be e-mailed to [Lincoln.J.Adams@DAS.NH.Gov](mailto:Lincoln.J.Adams@DAS.NH.Gov).

### **AUDITS AND ACCOUNTING:**

The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

### **ESTIMATED USAGE:**

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities **do not** include any eligible participant usage.

### **USAGE REPORTING:**

The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. **Reports are due no later than 30 days after each end of each calendar quarter** Bureau of Procurement Services, Lincoln Adams and sent electronic to [Lincoln.J.Adams@DAS.NH.Gov](mailto:Lincoln.J.Adams@DAS.NH.Gov). At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
  - Percentage of recycled materials contained within finished products
  - Percentage of waste recycled throughout the manufacturing process
  - Types and volume of packaging used for transport
  - Any associated material avoided and/or recycled as applicable under contract
  - A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

**ESTABLISHMENT OF ACCOUNTS:**

Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under this bid invitation, as if an account already exists for the agency.

**ELIGIBLE PARTICIPANTS:**

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

**PAYMENT:**

Payment method (P-Card or ACH). **Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the State of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>** Eligible participants shall negotiate their own payment methods with the successful Vendor.

**INVOICING:**

Invoices shall be submitted to the corresponding State agency after completion of work.

**INVOICE DELIVERY:** Vendor shall submit invoices monthly, no later than the 10<sup>th</sup> day of each month, to DoIT-Statewide Telecommunications or municipality after completion and acceptance of work.

All vendor invoices must be itemized. Paper invoices shall be submitted to:

**Department of Information Technology,  
Operations  
Statewide Telecommunications, Rm. 300C,  
27 Hazen Drive  
Concord, NH 03301**

*The State preference is that invoicing is transmitted electronically – the State will identify procedures for transmitting electronic invoices upon award.*

**FIXED CHARGES:** The Vendor shall not invoice the State for any new or additional charges other than those costs listed in the Offer Section or identified in "Not to Exceed" Quotes. The State shall not be assessed taxes, additional monthly fees, or late payment fees. All taxes, fees and other charges mandated by government regulatory agencies must be inclusive of contracted charges.

**BILLING OF PAST CHARGES:** Vendors shall not hold the State liable for charges beyond 90 days from date of service if service invoices and/or related reports are not delivered in a manner and timeframe defined within this RFB. The State shall not be held liable for past due charges, and the Vendor shall not assess additional charges for bills past due. Billing shall not be considered complete until all reports and invoices as within are provided for the respective billing month. All payments for the associated service shall be held until these requirements are met.

**ADMINISTRATION OF BILLING:** The Vendor shall assign a dedicated financial representative to the State account that shall cooperate with the State to resolve billing, payment and invoice accuracy problems that may occur during the course of the contract.

The Vendor shall provide within five (5) working days, any corrective data requested by the State. This is inclusive of itemized balances and credits owed the State. The Vendor shall provide weekly reports indicating the completion or continuation of each job by State Telephone Service Request (TSR) number or State repair order number. Such shall be e-mailed to the State on a weekly basis. Unless specified otherwise, all reports required within shall be due on the day of the period specified (Monday following week for weekly reports, first day of the month for monthly reports).

**TERMS OF PAYMENT:**

Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

**VENDOR RESPONSIBILITY:**

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

All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: <https://apps.das.nh.gov/bidscontracts/bids.aspx>

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda.

The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

In preparation of a bid response, the prospective Vendor shall:

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.

It is the responsibility of the Vendor to maintain any awarded 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.

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://www.das.nh.gov/purchasing/vendorresources.aspx>

**IF AWARDED A CONTRACT:**

The successful Vendor shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

- Section 1.3 Contractor Name
- Section 1.4 Contractor Address
- Section 1.11 Contractor Signature
- Section 1.12 Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)

- Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.
- Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

**SPECIFICATIONS:**

Complete specifications required are detailed in the **SCOPE OF SERVICES** section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

**SITE VISITATION:**

Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the sites of the intended service, to determine everything necessary to accomplish the services. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete services.

**SCOPE OF SERVICES:**

Vendor shall be responsible to supply all labor, tools, transportation, materials, equipment and permits, as necessary and required to perform services as described herein. The scope of work shall include communication cabling, system repair and maintenance services, as needed throughout geographic State of New Hampshire offices in the offer section of this bid. See Attachment C for a list of locations by Municipality. The Addresses number count within Attachment C is intended only as a reference. Locations with a higher quantity of numbers will require a greater number of services - Moves, Adds and Changes (MAC) than those with lower number counts.

Individual projects are not to exceed \$25,000 including all costs associated with any individual project, including supervision, labor, material, equipment, construction equipment, machinery and supplies etc.

A Request for Quote (RFQ) and Statement of Work (SOW) shall be issued to each successful contractor in the County where work is being requested. The Individual projects shall be awarded to the contractor with the lowest not to exceed quotes based on contract rates meeting the RFQ/SOW requirements. Emergency projects will be based upon the repair rates specified in the offer section.

**TELECOMMUNICATIONS SERVICE REQUESTS:** All State Agency services shall be requested and coordinated directly through the Department of Information Technology (DoIT) - Statewide Telecommunications. Vendor shall be responsible for performing all work requested through written Telecommunications Service Requests (TSRs). Only State Agency requests initiated from Statewide Telecommunications shall be accepted by the Vendor; work submissions or other requests from any other State Agency shall not be honored by the Vendor under this Contract. All Vendor correspondence and submissions shall be sent to: DoIT-Statewide Telecommunications. Vendor shall be responsible for performing all work requested through written Telecommunications Service Requests (TSRs) and Emergency Services verbal requests, identifying the required actions. The Vendor shall accept only TSRs initiated from the Department of Information Technology - Statewide Telecommunications. Only requests, initiated from Statewide Telecommunications designated agents, shall be accepted by the Contractor. Any State of New Hampshire Agency Work

Request submissions, from any other source or State Agency, shall not be honored by the Vendor under any resulting contract. The Vendor shall direct such Requests to Statewide Telecommunications for proper submission and tracking of Requests.

The Vendor shall also provide emergency services upon receipt of a verbal telephone request from DoIT-Statewide Telecommunications, the Contracting Officer or his/her designee. The Vendor shall submit a verification of service request and schedule date to Statewide Telecommunications within three (3) business days of requested receipt of a Telecommunications Service Request (TSR) for each TSR forwarded to the Vendor.

Vendor must utilize and retain State issued TSR Work Order numbers as a cross reference to any Vendor order number. All such associations shall be provided to the State within one (1) State business day (8 work hours) of the placement of service request.

**MAJOR SERVICE CALL:** The Vendor shall respond on site to a Major Service Call within four (4) business hours (8:00 a.m. through 4:30 p.m.) of report of occurrence on State business days (typically 5 days per week). A Major Service Call is defined as a loss of twenty-five percent (25%) of trunks or stations, total system down, loss of service to a department, or loss of attendant console operation or associated Automated Attendant System. Vendor shall make every effort to complete major service orders prior to leaving service site. All such services may be requested via telephone call, e-mail, or fax. Any minor service call may be upgraded to a Major Service Call at any time at the discretion of Statewide Telecommunications, the Contracting Officer or his/her designee.

**MINOR SERVICE CALL:** Vendor shall respond to a Minor Service Call within five (5) State business days (8:00 a.m. through 4:30 p.m., 5 days per week negating State holidays) of request for service. A Minor Service Call is defined as any service call not defined as a Major Service Call. All Minor Service Call requests for service shall be provided on a written Telephone Services Request (TSR) or a service trouble ticket e-mailed or faxed to the Vendor. TSRs or service trouble tickets shall define the scope of work, contact person, site location and associated details of the issues or services required. The State reserves the right to escalate any Minor Service Call to a Major Service Call at any time.

**EMERGENCY SERVICES:** Vendor shall provide Emergency Service twenty-four hour, seven days per week (24x7) including holidays upon emergency situations. Vendor shall maintain adequate (certified and experienced) staff and materials to comply with all terms of service agreements stated under the Contract. Any call for Emergency Services to the Vendor, shall be returned within 15 minutes of initial request. Vendor shall pursue a solution to Emergency Service issues within two (2) hours of request. Issues not resolved within four (4) hours of request shall become critical to the State, and require continued work to satisfy and resolve the Emergency Issue. Vendor shall NOT limit daily work to eight (8) hours per day when addressing emergency issues, requiring the Vendor to continue work beyond business hours until the Emergency Issue is resolved.

**GENERAL FACILITIES SERVICE WORK:** Vendor shall respond to TSRs that provide routine Move, Add and Change (MAC) services involving analog and digital communication lines, legacy key telephone and PBX equipment, and LAN/WAN passive hardware and facility installation or repair abiding by current applicable BICSI and TIA/EIA standards. Inclusive are equipment repair, hardware equipment card installations, IDC block installation (66, 110, Krone, etc.), copper and fiber backbone and premise cable installations, station cabling, cross wire, PBx software updates, and local or remote programming and system software backup. The Vendor services may be expanded based upon additional Vendor capabilities.

**FIBER OPTIC CABLE INSTALLATION:** Vendor shall supply, install, terminate, test and repair multi-mode and single-mode fiber optic cable as directed by the State and/or required for the intended use and in accordance with TIA/EIA-568 structured cabling standards. Requests shall be made via Statewide Telecommunications TSR. Vendor shall be capable of fiber cabling installation including mechanical and fusion cable splicing, fiber termination and related equipment.

**COPPER ETHERNET CABLING:** Vendor shall supply, install, terminate, test, and/or repair copper cabling including backbone, interconnect and station cabling as directed via TSR with all ethernet LAN cabling installed as directed by Statewide Telecommunications and in accordance with current ANSI/EIA-TIA-568 standards. Requests shall be made via Statewide Telecommunications TSR.

**REMOVAL OF CABLING:** In General, Vendor shall anticipate removal of any abandoned copper cable and fiber following the State's transition to newly installed fiber and/or copper cabling.

**DATA NETWORK COMPONENTS:** Vendor may be called upon to service or install data network components under the direction of the Office of Information Technology. Installation shall be limited to relay rack provisioning and installation, physical mounting of routers and/or switches, UPS mounting and pre-charging, and patching of station cable or carrier cable. Active data equipment shall be provided by the State.

**NOT TO EXCEED QUOTATIONS:** Statewide Telecommunications, the Contracting Officer, or his/her authorized designee may, whenever he/she believes the size or complexity of a project so warrants, (or an Agency requests) request the vendor provide a "not to exceed" dollar amount quote for the project. All vendor quotes shall be completely itemized. Quotes shall include a line item identifying installation labor hours, total cost of hours, and material cost, with a list of materials, and individual item cost, required to complete the specific job. The quote shall be inclusive of the timeframe to complete services. When replacement cabling is installed – vendor quotes shall include a separate line item to identify the cost for removal of all abandoned copper and fiber cables. The quote and subsequent order shall contain a cost figure based upon a good faith estimate. The Vendor shall not exceed such estimate. Resulting TSRs originating from "not to exceed" quotes do not relinquish the Vendor from providing the documentation required for any other job. Charges shall be the lesser of the actual cost of service and materials, or the maximum "not to exceed" dollar cost. Changes to the original scope and any resultant change in costs shall be documented via vendor submitted Change Request and approved by Statewide Telecommunications. Vendor shall not proceed with any work not approved through Statewide Telecommunications.

Vendors shall provide "not to exceed" quotations for any service when requested. Complete quotes including all itemized associated costs shall be provided within five (5) business days of requests. Quotes shall be honored for a minimum of 90 days, unless there are special circumstances which have been disclosed in writing to and agreed in writing to by Statewide Telecommunications, the Contracting Officer or his/her designee. Special exceptions shall be clearly noted as part of any quotation. All quotes are to be submitted on the Vendor's stationary/letterhead and sent electronically, via e-mail delivery to Statewide Telecommunications.

**WARRANTY REQUIREMENTS:** Vendor shall warranty any, and all, materials and equipment installed or provided by the Vendor for a minimum of twelve (12) months, or the manufacturer's standard USA warranty, whichever is greater, from time of State installation acceptance without additional charge. The warranty period shall start after product delivery, installation, and acceptance by the State. If the Vendor's equipment and programming fails to operate as specified within 30 days of complete installation, the State shall have the right to declare the Vendor's product or service work unacceptable, and the Vendor in default. Warranty shall cover all parts, shipping, and labor. All workmanship shall be guaranteed for the duration of the Contract. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

**DEFECTIVE EQUIPMENT:** The Vendor warrants that all items supplied are new and in good working order, and will conform to the manufacturer's official published specifications, the bid specifications, and all applicable ANSI, TIA/EIA standards. Only the most current compatible model and version of hardware and software platforms shall be used. If the State finds any Vendor provided product found to be defective, incompatible, or non-current, in any way, for any reason, the Vendor shall replace it at Vendor's expense within five (5) business days of receiving notice from the State. The State shall not be responsible for transportation or shipping of equipment and/or related costs, including costs incurred for equipment returns and/or replacement of any defective equipment, or installation costs for equipment replaced due to unsatisfactory operation.

**NEW EQUIPMENT:** All materials provided shall be new and of current existing manufacturer. During the warranty period, the State may inspect any work to ensure strict compliance with codes and requirements stated within the bid. Any workmanship proven deficient, and reported to the Vendor by the State, shall be corrected within forty-eight hours of report at no cost to the State. If the work jeopardizes or disrupts service, work to make corrections shall begin within a four (4) business hour period. If the Vendor does not correct the problem in the allotted timeframe, unless the original timeframe is extended by the State, the State may, at its option, request services from an alternate vendor at the Vendor's expense.

The Vendor shall pay all transportation costs for equipment returned due to unsatisfactory operation or for equipment shipped to replace said returned equipment after installation throughout the warranty period.

**VENDOR EMPLOYEE SECURITY REVIEW:** Prior to providing service to the State and entering any State facility, each Vendor and/or subcontractor employee shall obtain a criminal history record review from the Department of Safety, Division of State Police, Criminal Records Unit. The State reserves the right to deny any Vendor employee with a criminal history to be allowed on a job site. These terms are inclusive of any subcontractor or other personnel providing services at State facilities. Employee agreements allowing background checks and any associated costs to obtain the review will be exclusively the responsibility of the Vendor. The Vendor shall provide proof of no records found to the Department of Information Technology, Office of Statewide Telecommunications five (5) days prior to the employee arrival at any worksite.

- The State may require that a vendor's employee be precluded from entry into any facility. The Vendor shall replace any employee working at such locations when directed by the State.
- The Vendor shall provide written notice to the Telecommunications Section of any changes of Vendor employee criminal record status.
- All Vendor personnel shall comply with the individual State facility security requirements in which they are performing services under this contract including signing required log in/out forms.
- Should installation personnel be rejected by the State, the Vendor shall provide replacement personnel immediately in order to meet assigned installation dates.
- Any current contractor receiving a contract as a result of this RFB shall provide current evidence of "no records found" documentation within thirty (30) days of contract award.

**VENDOR EMPLOYEE PRECLUDED FROM BUILDING ACCESS:** The State may require that a Vendor employee be precluded from entry into any facility. The Vendor shall replace any such employee working at such locations with alternate personnel as directed by the State. Should any installation personnel be rejected by the State, the Vendor shall provide replacement personnel immediately in order to meet assigned installation dates.

**NOTICE OF EMPLOYEE CHANGES:** The Vendor shall provide written notice to the State of any changes of Vendor employees providing service to the State and obtain authorization from the State for acceptance prior to service provisioning by such employee.

**SECURITY REQUIREMENT COMPLIANCE:** All Vendor personnel shall comply with the individual State facility security requirements in which they are performing services under this contract including signing required log in/out forms.

**ID BADGES:** Vendor shall provide employee photo ID badges, which list the company name and company contact telephone number for each employee (and, if applicable, for each sub-contractor) servicing the State account. All Vendor employees (and, if applicable, all sub-contractors) shall dress appropriately, presenting a neat appearance wearing the ID while servicing the State. The State shall retain the right to disallow service and site access to any employee (and, if applicable, to any sub-contractor) not displaying a photo ID badge issued by the Vendor. All costs for acquiring photo IDs shall be borne by the Vendor.

**WORK REPORTS:** Complete work reports shall be supplied via e-mail directed to the Contracting Officer, or his/her designee, on a daily basis, and listing each job performed during the previous work day and the status of the job along with an estimated completion date. The report will be used to close out service requests and trouble tickets. Reports shall be provided in .xls (or current MS Excel format) or .csv format. Invoiced services without close out reports will be rejected as incomplete.

**DISPATCH:** The Vendor shall provide office dispatch personnel, accessible by dialing a single toll free telephone number. Dispatch personnel shall have direct access to technicians. Personnel shall be knowledgeable of service requests, scheduling, technician activity and customer billing. Said personnel shall be available at all times during the business hours of 8:00 a.m. to 4:30 p.m. local time, Monday through Friday, excluding State holidays. In addition, the Vendor shall provide the State with an emergency number to request services during non-standard work times. When called, the State contact shall receive a Vendor return call within fifteen (15) minutes of initial call.

**E-MAIL AVAILABILITY:** The Vendor shall maintain e-mail availability throughout the term of the Contract, with e-mail being reviewed and addressed every hour of operation. The State may communicate with the Vendor in all respects through e-mail as desired by the State. Vendor systems shall be capable of receiving and interpreting current version Adobe, MS Word, Excel, Visio, and AutoDesk/AutoCAD files.

**VENDOR STAFF:** Both the State and the Vendor shall provide a contract manager and associated staff for the administration of any resulting contract.

**CONTRACTING OFFICER:** Vendor shall provide a primary contracting officer for all services provided to the State. In addition, a single Vendor Project Manager shall be provided, who is responsible to ensure continuation of services as defined within.

**PROJECT MANAGER:** The Vendor shall assign and identify a Project Manager who shall have full authority to make binding decisions under the Contract and shall function as the Vendor's representative for all administrative and management matters. The Vendor shall identify the Project Manager within the bid response. The Project Manager shall be available from 8:00 A.M. to 4:30 P.M. Eastern Standard Time of each State business day to promptly respond questions and address service issues. The Project Manager or alternate shall respond to any calls within two (2) hours of inquiries from the State and be at the State site as needed. The Project Manager shall provide complete oversight of service requests inclusive of best industry practice implementation, schedule development, site surveys, reporting, organization of weekly status meetings and cutover coordination of each and every circuit installation. The Project Manager shall be qualified to perform the obligations required of the position under the Contract. The Vendor's selection of a Project Manager will be subject to the prior written approval of the State. The State reserves the right to require removal or reassignment of the Vendor's Project Staff found unacceptable to the State.

**ACCOUNT MANAGEMENT:** Order provisioning personnel for the acceptance of State service and repair requests. Personnel shall be completely aware of Vendor services, and fully capable of relating such services to State needs. The Vendor shall interpret State Telecommunications Service Request (TSRs) or repairs, speak with State contacts to define service needs and complete any documentation necessary for the Vendor in order to complete service implementation.

**FINANCIAL REPRESENTATIVE:** The Vendor shall provide dedicated financial representatives knowledgeable in the Vendor invoicing systems, associated input, and corrective activities to resolve billing, call detail, equipment programming, and data discrepancies. The Financial Representative will cooperate with the State to resolve billing, payment or report and invoice accuracy problems that may occur during the course of the contract. The Vendor shall provide within five (5) working days, any corrective data requested by the State. This is inclusive of itemized balances and credits owed the State. The Vendor shall provide daily reports indicating the completion or continuation of any service requested by the State.

**FIELD INSTALLATION STAFF:** The Vendor shall provide all labor required to complete service requests. Technicians shall be skilled and experienced, manufacturer certified, working in accordance with the most modern engineering and trade practices, and be BICSI (Building Industry Consulting Services International) trained or certified. Proof of technician training or certification shall be provided prior to award of contract and any time during the Contract period when requested by the State. All work shall present a neat appearance and shall adhere to applicable industry standards.

The Vendor shall provide a list of technical education achievements for each Technician utilized for State jobs. Those employees listed may be changed throughout the duration of the Contract. All technicians working on State job assignments shall be approved by the State prior to commencing work. The Vendor shall request State approval and acceptance of Technicians one week prior to dispatch to any site. Acceptable requirements shall include one or more of the following:

1. Associate degree in electronics or communications from a recognized college or university with one (1) year of experience;
2. A certificate of achievement of applicable subject matter from a recognized technical school with two (2) years' experience;
3. Technician certification provided through a telecommunication equipment manufacturer that provides a structured certification program and two (2) years' experience;
4. An Installer 2 (or higher) certificate of achievement from BICSI.

**ACCOUNT TEAM ACCESS:** The Vendor shall provide telephone, facsimile, and Internet e-mail addresses for each individual on the Vendor account team. General toll free numbers shall be provided for telephone and facsimile services on a statewide basis.

**LICENSES, PERMITS, AND INSPECTIONS:** The Vendor shall give all notices and comply with all codes, laws, ordinances, rules, and regulations of any public authority having jurisdiction, which bears on the performance of its work or provisioned equipment. The Vendor shall pay for all licenses, permits, and inspection fees required for its work. The Vendor shall furnish copies of all approved inspection certificates and approvals from authorities having jurisdiction in a timely fashion upon completion of the work. The equipment and installation shall conform in all respects to Local and State codes and relevant FCC rules and regulations (BICSI, TIA/EIA, and industry standards).

**STATE AGENCY PROJECT/STATUS MEETINGS:** The Vendor shall participate in project and/or status meetings with State employees (or designees) during the term of any resulting contract, as required by the State. Meetings shall include the State Project Manager (or designee) and the Vendor Project Manager. Other State staff or project members will attend as mutually agreed upon by the State and Vendor Project Managers. State Senior Management will be kept informed on the project status via attending the meetings or, in the event of a major decision, by scheduling a Senior Management meeting.

Meetings will cover Vendor each TSR Work Order including schedules and resource aspects of services. Emphasis should be placed on the accomplishments for the concluded reporting period, the planned activity for the future reporting period, and identification and resolution of all issues and problems. The review shall be conducted at a time and location to be determined jointly by the State. The agenda and minutes of each meeting shall be produced and distributed as mutually agreed by the State and Vendor Project Managers.

**INTERFACING WITH OTHER VENDORS:** During and after installation, vendors may be required to contact alternate vendors to resolve problems if they occur. The State will mediate in the event of unresolved conflicts. Vendors shall attend any meetings called by the State to resolve conflicts without additional charges being imposed on the State.

Attendance shall follow the timeframes as defined in the repair definitions within this document. Vendors shall abide by State resolution of all such conflicts, and perform services as directed by the State.

**SAFETY & SECURITY PROCEDURES AND STANDARDS:** All installations shall be conducted in a manner equal to or better than the normal safety and security procedures and standards established by the local, State, individual State Agency, federal or industry authorities and shall at no time place State facilities or its occupants in jeopardy.

**DEBRIS:** The Vendor shall remove, on a daily basis, all materials and debris associated with installations or services relating to the terms of this contract. Vendor shall provide refuse containers for collecting and disposing of all refuse associated with Vendor installations. Vendor shall not use refuse containers belonging to the State or other Vendors working on sites. Each technician shall have as part of their equipment inventory a broom, dustpan, and vacuum. The Vendor shall be called back to any location, requiring "clean-up" if the work site is found untidy with scrap materials immediately following service. All such return service shall be at the Vendor's expense.

Immediately following any buried facility installation ("cable plowing"), the Vendor shall provide the associated clean-up per industry standards and to the satisfaction of the State.

In compliance with RSA 277-A known as the Workers Right to Know Act, the Vendor shall provide Safety Data sheets (SDS) with the delivery of any and all products covered by said law. Copies of SDS sheets shall be forwarded to the Bureau of Statewide Communications prior to job completion.

**MATERIALS AND EQUIPMENT:** All materials provided by the Vendor shall be new of original equipment manufacturer (OEM). The Vendor shall be responsible for obtaining materials at the best possible price and charge the State no more than cost +10%. The Vendor shall supply copies of itemized invoices with its billing to the State for verification of costs. Lack of itemized invoices may result in the State's refusal to accept Vendor bills. Items shall be defined by the requirement of each individual job. Items shall be limited only to the extent of the Vendor's prospective product line. Items may be added to or deleted from the product line at any time.

**DETAILED INVOICES:** Invoices for work requested by the State, and completed by the vendor, shall be submitted monthly, no later than the 10th day of each month and following the State's acceptance of the work. Invoices shall be presented to: the **Department of Information Technology, Statewide Telecommunications**. *Invoice delivery to any other office may result in non-payment.* If properly delivered, 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 is the responsibility of the Vendor to present detailed Time and Material (T&M) work completion forms in duplicate for each service performed on a per job, per day basis. Vendor invoices shall not be accepted without the appropriate material invoices and complete T&M work form(s) and shall be itemized to include hours as well as cost plus 10% as applicable for materials. Only invoices delivered to the Department of Information Technology, Statewide Telecommunications will be honored. Detailed invoices shall be provided monthly within 30 days of completed and State accepted work.

**SIGNED TIME AND MATERIAL DOCUMENTS:** Both copies of the Time and Material (T&M) document shall be signed by the State's representative on site at the time of job completion verifying that the job activity or full completion has taken place for the time stated on the T&M. One copy of the T&M shall remain with the site contact. A second copy shall be returned to the Bureau of Statewide Communications with the actual Vendor invoice. Final invoices without accompanying signed T&M shall be rejected back to the Vendor.

#### **TIME & MATERIAL DOCUMENT ITEMS**

Each T&M work order shall be forwarded to Statewide Telecommunications along with, or prior to, billing and office payment. Supplemental to an itemized invoice, T&M invoices shall contain the information included in Attachment B to reference the particular scope of work (SOW).

- Sample Daily Time and Material Invoice.

Vendor shall report hours worked per technician (from and to time of day) and the total hours worked at the reported site on the reported day. Hours worked shall be listed in ½ hour increments (rounded up) per employee on job site, from the actual time of arrival to the time of departure, with a minimum billing allowance of one (1) hour. Time to travel to and from a site shall not be included in the labor hours charged. Travel time and mileage charges shall not be accepted. Overextending job requirements to utilize two technicians where one could perform a task in a reasonable manner shall not be accepted. Efficiency of personnel is a major concern. The State, at its own discretion, may refuse any invoice based on inefficient use of labor.

**TRAVEL:** Vendor shall be responsible for the transportation of personnel to the job site. The State shall not be charged mileage or labor during travel time including that time required to acquire or deliver supplies.

#### **SERVICE REGIONS:**

The Vendor shall bid services based upon the region in which service is provided. Vendors shall propose services for all regions. The term "Region" shall include all sites within the geographic areas defined as:

**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

Except as otherwise provided in this Scope of Services, all 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 Statewide Telecommunications. The State requires ten-day 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.

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

**QUALITY OF WORK:** The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Vendor's employees, equipment, or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor 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 Vendor. The work staff shall consist of trained and qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor 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 Vendor 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 Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If **sub-contractors** are to be utilized, the vendor shall include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

**PREMISE ACCESS:** Vendor will be granted access to premises during standard State work hours unless installation, repair and/or maintenance projects require expanded timeframes. Vendor shall request access outside of the normal State business hours of 8:00 A.M. to 4:30 P.M., a minimum of 48 hours in advance. Consideration will be made for reduced timeframes in the occurrence of emergency situations. The Vendor is highly encouraged to perform all installations, repair and/or and maintenance during normal State working hours.

**CONFIDENTIAL INFORMATION:** The Vendor agrees that all discussions or information gained during an engagement shall be considered confidential and that no information gathered by the Vendor shall be released without prior consent of the State.

**ADDITIONAL REQUIREMENTS:**

Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. for State business days, 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-day 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.

The Vendor shall not commence work until a conference is held with each agency, at which representatives of the Vendor and the State are present. The conference shall 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 Vendor's employees, equipment or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor 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 Vendor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor 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 Vendor 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 Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If **sub-contractors** are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

**OBLIGATIONS AND LIABILITY OF THE VENDOR:**

The successful Vendor shall perform all work and furnish all materials, tools, equipment and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Services included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.

The successful Vendor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

**NON-EXCLUSIVE CONTRACT:**

Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

**DISASTER RECOVERY:**

Do you provide emergency preparedness plan to aid the State during an emergency or disaster recovery with specifics as to response time, availability of supplies and goods and services offered? **Yes or No**

If yes, please include hard copy and/or link to website for further information. This information is not considered part of award criteria and is considered informational only.

**OFFER:**

The bidder offers to sell to the state of New Hampshire the commodities or services indicated at the price or prices quoted and in compliance with the requirements and specifications of the bid.

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities do not include any eligible participant usage.

**Please see offer sheet Attachment D: Separate from this document!**

**VENDOR CONTACT INFORMATION:**

Please provide contact information below for a person knowledgeable of and who can answer questions regarding, this bid response.

<u>Alan Nixa</u>	<u>603-464-4600</u>	<u>800-992-7266</u>
Contact Person	Local Telephone Number	Toll Free Telephone Number
<u>alan.nixa@arcomm1.com</u>		<u>www.arcomm1.com</u>
E-mail Address		Company Website
<u>Arcomm Communications</u>	<u>462 W. Main St., Hillsboro, NH 03244</u>	
Vendor Company Name	Vendor Address	

**DELIVERY LOCATIONS:**

Attachment C lists the current State of New Hampshire agency/institution locations which, if you are awarded a contract, you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations, as needed. This listing does not include any eligible participants.

If required, please see NH District Map for clarifications.

**<https://www.nh.gov/dot/org/operations/highwaymaintenance/documents/DistrictEngineersMap-August2015.pdf>**

**ATTACHMENTS:**

The following attachments are an integral part of this bid invitation:

- Attachment A: Sample P-37 Form
- Attachment B: SAMPLE DAILY TIME AND MATERIAL WORK COMPLETION FORM
- Attachment C: State Office Municipalities, Current Location Address Counts and Services Regions
- Attachment D: Offer Sheet – (Separate Attachment)

The Bid Opening is open to the public online at the following:

## Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 265 888 228 648

Passcode: j288sC

[Download Teams](#) | [Join on the web](#)

**Join with a video conferencing device**

nhgov@m.webex.com

Video Conference ID: 119 510 362 8

[Alternate VTC instructions](#)

**Or call in (audio only)**

[+1 603-931-4944, 170723210#](#) United States, Concord

Phone Conference ID: 170 723 210#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

# ATTACHMENT A

## SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 2/23/2023)

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

### AGREEMENT

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

### GENERAL PROVISIONS

#### I. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

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

**7. PERSONNEL.**

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State’s point of contact pertaining to this Agreement.

## **8. EVENT OF DEFAULT/REMEDIES.**

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

## **9. TERMINATION.**

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## **10. PROPERTY OWNERSHIP/DISCLOSURE.**

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

## **12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any

subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### **15. WORKERS' COMPENSATION.**

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

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

**16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

#### **19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

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

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

**ATTACHMENT B**  
**SAMPLE DAILY TIME AND MATERIAL WORK COMPLETION FORM**

Customer: State of New Hampshire Agency: Department of Corrections

Location: 281 North State Street, Concord Contact: Andrew DeMatos

TSR#: 79990

Service Performed: Move extension from Room 118 to Room 120. Replaced broken jack.

Install telephone jacks and extensions 9989 in Room 120, 9888 in Room 121, 9999 in Room 221.

Add 8 LAN drops in Rooms 120, 121, 124, 213 and 220.

**Materials List**

Item Description	Manufacturer	Quantity	Unit Cost
Telephone USOC jack	Hubble	4	\$
Cat 5E data jack	Hubble	8	\$
4 pair station cable	Beldon	1800'	\$
			\$
			\$
			\$
<b>Total Materials Cost</b>			\$

Work Date: 02/23/2006

Employee Name	Technician Title Per Contract	Hourly Rate Per Contract	Start Time (24 Hour Clock)	End Time (24 Hour Clock)	Hours Worked	Extended Total
John Doe			8:00	12:00	4.0	\$
Jane Smith			8:00	12:00	4.0	\$
Eliot Ness			8:00	12:00	4.0	\$
						\$
<b>Total Labor Cost</b>						\$

Total Hours Charged:

Technician - 12.0

Combined materials and labor cost:

Total - \$                     

Notes: Job complete. Site contact has requested additional assistance from State Bureau of Statewide Communications.

Site Contact Signature: \_\_\_\_\_ Date:   /  /  

Telecomm. Approval: \_\_\_\_\_ Date:   /  /  

**Note: This form is provided as a sample. Other Vendor forms containing duplicate information are acceptable.**

## ATTACHMENT C

### State Office Municipalities, Current Location Address Counts and Service Regions

MUNICIPALITY	ADDRESSES IN MUNICIPALITY	COUNTY	SERVICE REGION
MANCHESTER	58	HILLSBOROUGH	3
PORTSMOUTH	42	ROCKINGHAM	3
NASHUA	35	HILLSBOROUGH	3
KEENE	28	CHESHIRE	3
HAMPTON	27	ROCKINGHAM	3
DOVER	24	STRAFFORD	3
ROCHESTER	23	STRAFFORD	3
SALEM	20	ROCKINGHAM	3
MERRIMACK	16	HILLSBOROUGH	3
MILFORD	14	HILLSBOROUGH	3
HOOKSETT	14	MERRIMACK	3
DERRY	14	ROCKINGHAM	3
FRANKLIN	11	MERRIMACK	3
EPPING	11	ROCKINGHAM	3
CLAREMONT	11	SULLIVAN	3
NEWPORT	11	SULLIVAN	3
BEDFORD	10	HILLSBOROUGH	3
LONDONDERRY	10	ROCKINGHAM	3
SOMERSWORTH	10	STRAFFORD	3
JAFFREY	9	CHESHIRE	3
GOFFSTOWN	9	HILLSBOROUGH	3
SEABROOK	9	ROCKINGHAM	3
WINDHAM	9	ROCKINGHAM	3
NORTH HAMPTON	8	ROCKINGHAM	3
DURHAM	8	STRAFFORD	3
HILLSBOROUGH	7	HILLSBOROUGH	3
PLAISTOW	7	ROCKINGHAM	3
RYE	7	ROCKINGHAM	3
SWANZEY	6	CHESHIRE	3
PETERBOROUGH	6	HILLSBOROUGH	3
RINDGE	5	CHESHIRE	3
WINCHESTER	5	CHESHIRE	3
GREENFIELD	5	HILLSBOROUGH	3
NEWBURY	5	MERRIMACK	3
WARNER	5	MERRIMACK	3
KINGSTON	5	ROCKINGHAM	3
NEWINGTON	5	ROCKINGHAM	3
NOTTINGHAM	5	ROCKINGHAM	3
RAYMOND	5	ROCKINGHAM	3
ALSTEAD	4	CHESHIRE	3

CHESTERFIELD	4	CHESHIRE	3
WESTMORELAND	4	CHESHIRE	3
PELHAM	4	HILLSBOROUGH	3
CANTERBURY	4	MERRIMACK	3
NEW LONDON	4	MERRIMACK	3
PITTSFIELD	4	MERRIMACK	3
EXETER	4	ROCKINGHAM	3
STRATHAM	4	ROCKINGHAM	3
DEERFIELD	4	ROCKINGHAM	3
MILTON	4	STRAFFORD	3
STRAFFORD	4	STRAFFORD	3
SPRINGFIELD	4	SULLIVAN	3
MARLBOROUGH	3	CHESHIRE	3
MARLOW	3	CHESHIRE	3
STODDARD	3	CHESHIRE	3
BROOKLINE	3	HILLSBOROUGH	3
HANCOCK	3	HILLSBOROUGH	3
HOLLIS	3	HILLSBOROUGH	3
AMHERST	3	HILLSBOROUGH	3
BOSCAWEN	3	MERRIMACK	3
HENNIKER	3	MERRIMACK	3
SUTTON	3	MERRIMACK	3
BRENTWOOD	3	ROCKINGHAM	3
CANDIA	3	ROCKINGHAM	3
NEW CASTLE	3	ROCKINGHAM	3
NEWFIELDS	3	ROCKINGHAM	3
AUBURN	3	ROCKINGHAM	3
FARMINGTON	3	STRAFFORD	3
LEE	3	STRAFFORD	3
SUNAPEE	3	SULLIVAN	3
WASHINGTON	3	SULLIVAN	3
HINSDALE	2	CHESHIRE	3
NORTH WALPOLE	2	CHESHIRE	3
WALPOLE	2	CHESHIRE	3
FITZWILLIAM	2	CHESHIRE	3
NELSON	2	CHESHIRE	3
ANTRIM	2	HILLSBOROUGH	3
GREENVILLE	2	HILLSBOROUGH	3
HUDSON	2	HILLSBOROUGH	3
NEW BOSTON	2	HILLSBOROUGH	3
TEMPLE	2	HILLSBOROUGH	3
WEARE	2	HILLSBOROUGH	3
MONT VERNON	2	HILLSBOROUGH	3
WINDSOR	2	HILLSBOROUGH	3
ANDOVER	2	MERRIMACK	3
EPSOM	2	MERRIMACK	3

WILMOT	2	MERRIMACK	3
BOW	2	MERRIMACK	3
HOPKINTON	2	MERRIMACK	3
ATKINSON	2	ROCKINGHAM	3
CHESTER	2	ROCKINGHAM	3
GREENLAND	2	ROCKINGHAM	3
NORTHWOOD	2	ROCKINGHAM	3
HAMPTON FALLS	2	ROCKINGHAM	3
SOUTH HAMPTON	2	ROCKINGHAM	3
NEW DURHAM	2	STRAFFORD	3
ROLLINSFORD	2	STRAFFORD	3
BARRINGTON	2	STRAFFORD	3
MIDDLETON	2	STRAFFORD	3
CHARLESTOWN	2	SULLIVAN	3
GRANTHAM	2	SULLIVAN	3
LEMPSTER	2	SULLIVAN	3
CORNISH	2	SULLIVAN	3
WEST CHESTERFIELD	1	CHESHIRE	3
WEST SWANZEY	1	CHESHIRE	3
DUBLIN	1	CHESHIRE	3
GILSUM	1	CHESHIRE	3
HARRISVILLE	1	CHESHIRE	3
RICHMOND	1	CHESHIRE	3
ROXBURY	1	CHESHIRE	3
SULLIVAN	1	CHESHIRE	3
SURRY	1	CHESHIRE	3
TROY	1	CHESHIRE	3
BENNINGTON	1	HILLSBOROUGH	3
DEERING	1	HILLSBOROUGH	3
FRANCESTOWN	1	HILLSBOROUGH	3
LITCHFIELD	1	HILLSBOROUGH	3
LYNDEBOROUGH	1	HILLSBOROUGH	3
MASON	1	HILLSBOROUGH	3
NEW IPSWICH	1	HILLSBOROUGH	3
SHARON	1	HILLSBOROUGH	3
WILTON	1	HILLSBOROUGH	3
BRADFORD	1	MERRIMACK	3
DANBURY	1	MERRIMACK	3
DUNBARTON	1	MERRIMACK	3
HILL	1	MERRIMACK	3
NORTHFIELD	1	MERRIMACK	3
SALISBURY	1	MERRIMACK	3
WEBSTER	1	MERRIMACK	3
HAMPSTEAD	1	ROCKINGHAM	3
DANVILLE	1	ROCKINGHAM	3
EAST KINGSTON	1	ROCKINGHAM	3

FREMONT	1	ROCKINGHAM	3
KENSINGTON	1	ROCKINGHAM	3
NEWMARKET	1	ROCKINGHAM	3
NEWTON	1	ROCKINGHAM	3
SANDOWN	1	ROCKINGHAM	3
MADBURY	1	STRAFFORD	3
ACWORTH	1	SULLIVAN	3
CROYDON	1	SULLIVAN	3
GOSHEN	1	SULLIVAN	3
LANGDON	1	SULLIVAN	3
PLAINFIELD	1	SULLIVAN	3
UNITY	1	SULLIVAN	3
CONCORD	210	MERRIMACK	2
ALLENSTOWN	10	MERRIMACK	2
PEMBROKE	5	MERRIMACK	2
CHICHESTER	2	MERRIMACK	2
LOUDON	2	MERRIMACK	2
LACONIA	34	BELKNAP	1
BERLIN	19	COOS	1
FRANCONIA	18	GRAFTON	1
LEBANON	18	GRAFTON	1
GORHAM	15	COOS	1
LANCASTER	15	COOS	1
GLENCLIFF	15	GRAFTON	1
GILFORD	13	BELKNAP	1
COLEBROOK	13	COOS	1
CONWAY	12	CARROLL	1
TAMWORTH	11	CARROLL	1
LITTLETON	11	GRAFTON	1
OSSIPEE	10	CARROLL	1
PITTSBURG	10	COOS	1
PLYMOUTH	10	GRAFTON	1
BELMONT	9	BELKNAP	1
NEW HAMPTON	9	BELKNAP	1
MILAN	8	COOS	1
LINCOLN	7	GRAFTON	1
TILTON	6	BELKNAP	1
NORTH CONWAY	6	CARROLL	1
BRISTOL	6	GRAFTON	1
SANBORNTON	5	BELKNAP	1
MOULTONBOROUGH	5	CARROLL	1
TWIN MOUNTAIN	5	CARROLL	1
ERROL	5	COOS	1
HAVERHILL	5	GRAFTON	1
WOLFEBORO	4	CARROLL	1
CARROLL	4	COOS	1

STEWARTSTOWN	4	COOS	1
THORNTON	4	GRAFTON	1
ALTON	3	BELKNAP	1
CENTER HARBOR	3	BELKNAP	1
MEREDITH	3	BELKNAP	1
CENTER OSSIPEE	3	CARROLL	1
FREEDOM	3	CARROLL	1
JACKSON	3	CARROLL	1
HARTS LOCATION	3	CARROLL	1
GROVETON	3	COOS	1
WHITEFIELD	3	COOS	1
ALEXANDRIA	3	GRAFTON	1
ASHLAND	3	GRAFTON	1
CAMPTON	3	GRAFTON	1
CANAAN	3	GRAFTON	1
ENFIELD	3	GRAFTON	1
HANOVER	3	GRAFTON	1
HOLDERNESS	3	GRAFTON	1
NORTH HAVERHILL	3	GRAFTON	1
RUMNEY	3	GRAFTON	1
WARREN	3	GRAFTON	1
WENTWORTH	3	GRAFTON	1
WOODSVILLE	3	GRAFTON	1
GILMANTON	2	BELKNAP	1
BARTLETT	2	CARROLL	1
CHOCORUA	2	CARROLL	1
WEST OSSIPEE	2	CARROLL	1
BROOKFIELD	2	CARROLL	1
SANDWICH	2	CARROLL	1
CLARKSVILLE	2	COOS	1
STARK	2	COOS	1
CAMBRIDGE	2	COOS	1
COLUMBIA	2	COOS	1
DALTON	2	COOS	1
GLEN	2	COOS	1
JEFFERSON	2	COOS	1
SHELBURNE	2	COOS	1
LISBON	2	GRAFTON	1
MONROE	2	GRAFTON	1
ORFORD	2	GRAFTON	1
WEST LEBANON	2	GRAFTON	1
EASTON	2	GRAFTON	1
PIERMONT	2	GRAFTON	1
WOODSTOCK	2	GRAFTON	1
BARNSTEAD	1	BELKNAP	1
NORTH CHATHAM	1	CARROLL	1

TUFTONBORO	1	CARROLL	1
WAKEFIELD	1	CARROLL	1
ALBANY	1	CARROLL	1
CHATHAM	1	CARROLL	1
EATON	1	CARROLL	1
EFFINGHAM	1	CARROLL	1
MADISON	1	CARROLL	1
WOLFEBORO FALLS	1	CARROLL	1
DUMMER	1	COOS	1
NORTHUMBERLAND	1	COOS	1
RANDOLPH	1	COOS	1

STRATFORD	1	COOS	1
BATH	1	GRAFTON	1
BENTON	1	GRAFTON	1
BETHLEHEM	1	GRAFTON	1
BRIDGEWATER	1	GRAFTON	1
DORCHESTER	1	GRAFTON	1
ELLSWORTH	1	GRAFTON	1
GRAFTON	1	GRAFTON	1
GROTON	1	GRAFTON	1
HEBRON	1	GRAFTON	1
LANDAFF	1	GRAFTON	1
LYMAN	1	GRAFTON	1
LYME	1	GRAFTON	1
ORANGE	1	GRAFTON	1
SUGAR HILL	1	GRAFTON	1
WATERVILLE VALLEY	1	GRAFTON	1
TOTAL LOCATION COUNT	1412		



**STATE OF NEW HAMPSHIRE**  
**DIVISION OF PROCUREMENT AND SUPPORT SERVICES**  
**BUREAU OF PURCHASE AND PROPERTY**  
**STATE HOUSE ANNEX**  
**25 CAPITOL STREET**  
**CONCORD, NEW HAMPSHIRE 03301-6398**

DATE OF CHANGE: May 23, 2023

**ADDENDUM # 02 TO BID INVITATION #2765-23**

**DATE OF BID CLOSING: 05/31/2023**

**TIME OF BID CLOSING: 11:00 AM (EST)**

**FOR: Communications Systems Repair, Maintenance and Cabling Services**

**QUESTION 1:**

Will the State allow for vendor equivalents on some of the vendor line items?

**STATE RESPONSE:**

A vendor may submit equivalent items, however you will be required to complete the full updated offer sheet. Please note any equivalent items in your bid submission.

**BID CLOSING DATE PREVIOUSLY READ: 05/26/2023 at 11:30 AM**

**BID CLOSING DATE CHANGED TO READ: 05/31/2023 AT 11:00 AM**

**PURCHASING AGENT:** Lincoln Adams

**Email:** [NH.Purchasing@das.nh.gov](mailto:NH.Purchasing@das.nh.gov)

**NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.**

**BIDDER** Arcomm Communications **ADDRESS** 462 W. Main St.

**BY**  Hillsboro, NH 03244

(this document must be signed)

Alan Nixa

**TEL. NO.** 603-464-4600

(please type or print name)

**Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.**

STATE OF NEW HAMPSHIRE  
DIVISION OF PROCUREMENT AND SUPPORT SERVICES  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX  
25 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6398

DATE OF CHANGE: May 30, 2023

ADDENDUM # 03 TO BID INVITATION #2765-23

DATE OF BID CLOSING: 06/02/2023

TIME OF BID CLOSING: 11:30 AM (EST)

FOR: Communications Systems Repair, Maintenance and Cabling Services

BID CLOSING DATE PREVIOUSLY READ: 05/31/2023 AT 11:00 AM

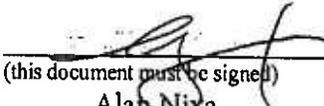
BID CLOSING DATE CHANGED TO READ: 06/02/2023 AT 11:30 AM

PURCHASING AGENT: Lincoln Adams

Email: [NH.Purchasing@das.nh.gov](mailto:NH.Purchasing@das.nh.gov)

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

BIDDER Arcomm Communications ADDRESS 462 W. Main St.

BY  Hillsboro, NH 03244

(this document must be signed)

Alan Nixa  
(please type or print name)

TEL. NO. 603-464-4600

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.