

Subject: Video & CCTV Surveillance Systems Maintenance and Repair Services

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address State House Annex 25 Capitol Street, RM 102 Concord, NH 03301	
1.3 Contractor Name Arcomm Communications Corporation		1.4 Contractor Address 462 W. Main Street Hillsborough, NH 03244	
1.5 Contractor Phone Number (603) 464-4600	1.6 Account Number Various	1.7 Completion Date July 31, 2021	1.8 Price Limitation \$30,000.00
1.9 Contracting Officer for State Agency Heather Kelley, Purchasing Agent		1.10 State Agency Telephone Number (603) 271-3147	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory ANN NIXA PRESIDENT	
1.13 Acknowledgement: State of NH , County of Hillsborough On April 19, 2018 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Wendy Ann Brien-Baker, Notary Public			
1.14 State Agency Signature Date:		1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, 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 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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



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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A
SCOPE OF SERVICES

1. INTRODUCTION

Arcomm Communications Corporation (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Video & CCTV Surveillance Systems Maintenance and Repair Services in accordance with the bid submission in response to State Request for Bid #2081-18 and as described herein.

2. CONTRACT DOCUMENTS

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Scope of Services
- c. EXHIBIT B Payment Terms
- d. EXHIBIT C Special Provisions
- e. EXHIBIT D RFB 2081-18

3. TERM OF CONTRACT

This Contract shall commence upon the approval of Governor and Executive Council and shall terminate on July 31, 2021, a period of approximately three (3) years, unless extended for additional terms.

The Contract may be extended for an additional two (2) one-year terms thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and the with the approval of the Governor and Executive Council.

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

4. SCOPE OF WORK

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

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

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

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

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

All pricing for replacement parts must be submitted as FOB Destination. Shipping expenses shall be built into the unit cost; no additional charges shall be billed to the State. The Contractor shall be responsible for obtaining materials at the best possible price and charge the State no more than cost +10%. The Contractor shall supply copies of itemized invoices with its billing to the State for verification of costs. Lack of itemized invoices shall result in the State's refusal to accept Contractor bills.

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

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

- The Contractor shall complete an annual site audit for any panic alarms that are tied into the IP or CCTV system.

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

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

review of the criminal record history by the Administrator of Logistics or designee of the NH DOC;

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

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

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

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby

or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

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

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

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

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

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

If **sub-contractors** are to be utilized, Contractor shall provide 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.

5. TERMINATION

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

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2081-18, as described herein, and under the terms of this Contract.

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

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

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

8. INSURANCE

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

9. CONFIDENTIALITY & CRIMINAL RECORD

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

Contractor Initials 
Date 4-19-18

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Video & CCTV Surveillance Systems Maintenance and Repair Services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$30,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

Repair Rates (Repair Work/Emergency Service Calls):

Monday through Friday 7 AM to 4 PM	\$72.00	per hour/per person
Monday through Friday 4:01 PM to 6:59 AM	\$108.00	per hour/per person
Saturday	\$144.00	per hour/per person
Sunday & Holiday* Work <small>*Holidays shall be based on State designated holidays</small>	\$144.00	per hour/per person

Individual Location Pricing

Agency Name	Location to be Serviced	2018-2019 Pricing	2019-2020 Pricing	2020-2021 Pricing
Department of Transportation - Bureau of Rail & Transit				
Concord Bus Terminal and Park & Ride Lot (I-93 Exit 14)	30 Stickney Ave. Concord, NH	\$672.00	\$672.00	\$672.00
Dover Bus Terminal and Park & Ride Lot (Spaulding Turnpike Exit 9)	23 Indian Brook Drive Dover, NH	\$528.00	\$528.00	\$528.00
Londonderry Bus Terminal and Park & Ride Lot (I-93 Exit 4)	2 Garden Lane Londonderry, NH	\$400.00	\$400.00	\$400.00
Londonderry Bus Terminal and Park & Ride Lot (I-93 Exit 5)	4 Symmes Drive Londonderry, NH	\$672.00	\$672.00	\$672.00
Londonderry Bus Maintenance (I-93 Exit 5)	2 Jacks Bridge Road Londonderry, NH	\$536.00	\$536.00	\$536.00
Nashua Bus Terminal and Park & Ride Lot (FEE Exit 8)	8 North Southwood Drive Nashua, NH	\$732.00	\$732.00	\$732.00

Agency Name	Location to be Serviced	2018-2019 Pricing	2019-2020 Pricing	2020-2021 Pricing
New London Park & Ride Lot (I-89 Exit 12)	275 NH 103A New London, NH	\$332.00	\$332.00	\$332.00
Portsmouth Bus Terminal and Park & Ride Lot (I-95 Exit 3)	185 Grafton Drive Portsmouth, NH	\$868.00	\$868.00	\$868.00
Salem Bus Terminal and Park & Ride Lot (I-93 Exit 2)	10 Raymond Ave Salem, NH 03079	\$392.00	\$392.00	\$392.00
Department of Corrections				
North End House	1 Perimeter Road Concord	\$370.00	\$370.00	\$370.00
Shea Farm	60 Iron Works Road Concord	\$370.00	\$370.00	\$370.00
Calumet	126 Lowell Street Manchester	\$400.00	\$400.00	\$400.00

3. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

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

4. INVOICE

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

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

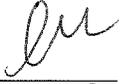
The invoice shall be sent to the address of the using agency under agreement.

5. PAYMENT

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

**EXHIBIT C
SPECIAL PROVISIONS**

There are no special provisions of this contract.

Contractor Initials 
Date 4-19-18

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: **139615**

Certificate Number: **0004102072**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of May A.D. 2018.

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

William M. Gardner
Secretary of State

EXHIBIT D

RFB #2081-18 is incorporated here within.

Contractor Initials ly
Date 4-19-18



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 April 19th, 2018 at which a quorum of the Board was present and voting.

VOTED:

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

I hereby certify that the said vote has not been amended or repealed and remains in full force and effect as of April 19th, 2018 and that Alan Nixa is the duly elected president of Arcomm Communications Corporation.

ATTEST: Fawn Nixa Fawn Nixa, Secretary
Date: 4-19-18

