

STATE OF NEW HAMPSHIRE
 Dept. of Administrative Services
 Div. of Procurement and Support Services
 Bureau of Purchase and Property
 State House Annex
 Concord, New Hampshire 03301

Date: July 31, 2018

NOTICE OF CONTRACT

COMMODITY: CLOSED CIRCUIT TELEVISION MAINTENANCE AND REPAIR SERVICES

CONTRACT NO.: 8002340

NIGP: 939-8454

VENDOR: Arcomm Communications Corp. **VENDOR#:** 156643
 462 West Main Street, Unit 3
 Hillsboro, NH 03244

CONTACT PERSON: Glen Glanville, Director Sales
Tel. No.: 603-464-4600 ext. 206
Fax No.: 603-478-5655
E-Mail: glen.glanville@arcomm1.com

EFFECTIVE FROM: August 1, 2018 through July 31, 2021

TERMS: Net 30

PRICING:

Repair Rates (Repair Work/Emergency Service Calls):

M-F 7 AM to 4 PM	\$72.00	Per hour/per person
M-F 4:01 PM to 6:59 AM	\$108.00	Per hour/per person
Saturday	\$144.00	Per hour/per person
Sunday & Holiday* Work *Holidays shall be based on State Designated Holidays	\$144.00	Per hour/per person

Individual Location Pricing				
Location Description	Physical Location	2018-2019 Pricing	2019-2020 Pricing	2020-2021 Pricing
Department of Transportation - Bureau of Rail and Transit				
Concord Bus Terminal and Park & Ride Lot (I-93 Exit 14)	30 Stickney Ave Concord	\$ 672.00	\$ 672.00	\$ 672.00
Dover Bus Terminal and Park & Ride Lot (Spaulding Turnpike Exit 9)	23 Indian Brook Drive Dover	\$ 528.00	\$ 528.00	\$ 528.00
Londonderry Bus Terminal and Park & Ride Lot (I-93 Exit 4)	2 Garden Lane Londonderry	\$ 400.00	\$400.00	\$ 400.00
Londonderry Bus Terminal and Park & Ride Lot (I-93 Exit 5)	4 Symmes Dr Londonderry	\$ 672.00	\$ 672.00	\$ 672.00
Londonderry Bus Maintenance (I-93 Exit 5)	2 Jacks Bridge Rd Londonderry	\$536.00	\$ 536.00	\$ 536.00
Nashua Bus Terminal and Park & Ride Lot (FEE Exit 8)	8 N Southwood Dr Nashua	\$ 732.00	\$ 732.00	\$732.00
New London Park & Ride Lot (I-89 Exit 12)	275 NH 103A New London	\$ 332.00	\$ 332.00	\$ 332.00
Portsmouth Bus Terminal and Park & Ride Lot (I-95 Exit 3)	185 Grafton Dr Portsmouth	\$ 868.00	\$ 868.00	\$ 868.00
Salem Bus Terminal and Park & Ride Lot (I-93 Exit 2)	10 Raymond Ave Salem, NH	\$ 392.00	\$ 392.00	\$ 392.00
Department of Corrections				
North End House	1 Perimeter Rd Concord	\$ 370.00	\$ 370.00	\$ 370.00
Shea Farm	60 Iron Works Rd Concord	\$ 370.00	\$ 370.00	\$ 370.00
Calumet	126 Lowell St Manchester	\$ 400.00	\$ 400.00	\$ 400.00

QUESTIONS: Direct any questions to Ryan Aubert, 603-271-0580 or Ryan.Aubert@NH.Gov

All repair work to existing equipment/systems shall be completed by the contracted Vendor; repair work shall not be bid out to other Vendors, unless deemed in the best interest of the State. All new installations (i.e. new buildings) shall be bid accordingly.

SCOPE OF WORK

Maintenance Services shall include but not be limited to:

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

Emergency request services performed under this Contract(s) shall consider **7:00 A.M. through 4:00 P.M.** as the standard work hours. Any work performed outside this time frame shall be considered overtime hours.

24/7 Emergency Repairs

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall perform as requested inspections, testing, cleaning and adjusting of system components including video recording equipment. If requested as part of these services a test recording shall be made on each piece of recording equipment and shall be left with the Facility Contact person. Contractor shall provide to the site contact person a listing of the devices tested and proof of testing.

The Contractor agrees that 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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.
- Vendor tool lists and operations bulletins are to be provided one (1) to two (2) days in advance of any visit.
- The Vendor shall agree to comply with all rules and regulations of the NH DOC.
- The Vendor shall be responsible for obtaining a criminal background check to include finger printing on all potential employees assigned by the Vendor and/or Subcontractors to provide services to NH DOC. Upon award of a Contract, the NH DOC will notify the selected Vendor the procedures to obtain background checks and fingerprinting. Vendor 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 Vendor and/or subcontractor shall not be able to hire employees meeting the following criteria:
 - Individuals convicted of a felony shall not be permitted to provide services;
 - Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
 - Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Administrator of Logistics or designee of the NH DOC;
 - Individuals with restrictions on out-of-state and/or State of NH professional licenses and/or certifications;
 - Individuals who professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
 - Individuals with a history of drug diversion;
 - Individuals who were a former State of NH employee and/or former Vendor 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 under the Contract, the Vendor may gain access to information of the inmates/patients/non-adjudicated residents including confidential information. The Vendor 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 Vendor's performance under the Contract.
- The Vendor 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 Vendor 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 Vendor shall immediately notify the NH DOC.
- All material developed or acquired by the Vendor, 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 Vendor shall be released to the public without prior written consent of the NH DOC.
- The Vendor 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. Vendor 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 Vendor 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*.