



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF THE COMMISSIONER  
25 Capitol Street – Room 120  
Concord, New Hampshire 03301

LINDA M. HODGDON  
Commissioner  
(603) 271-3201

July 2, 2013

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

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

7/24/2013

### REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Arcomm Communications Corporation of Hillsboro, NH, (Vendor 156643 B001), for the provision of Closed Circuit Television (CCTV) Maintenance and Repair Services. This contract shall begin upon Governor and Executive Council approval, for the period effective August 1, 2013 through July 31, 2016. The price limitation of this contract is \$75,000.00.

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

### EXPLANATION

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

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

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

Respectfully Submitted,

Linda M. Hodgdon  
Commissioner

Total Security Maintenance Works

Vendor:

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

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

Indicates award made to this vendor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

## EXHIBIT A

### PURPOSE

Arcomm Communications Corporation. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire with Closed Circuit Television Maintenance and Repair Services for in accordance with NH State Proposal Bid #1545-14 and as described herein.

### TERM

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

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

### SCOPE OF WORK

#### **Standard Maintenance and Repair Services**

All standard services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:30 P.M unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten (10) days advance knowledge of said work schedules to provide security and access to respective work areas.

CCTV Maintenance and Repair 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 Requests**

Emergency request services performed under this Contract shall consider 8:00 A.M. through 4:30 P.M. as the standard work hours. Any work performed outside this time frame shall be considered overtime hours and billed at the rates listed in Exhibit B.

#### **24/7 Emergency Repairs**

- 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 agreed to by the agency.

Contractor contact Information:  
Contract Manager: Rick Dietrich

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.

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

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

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

The Contractor shall, at their 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. In addition each individual agency may request the Contractor to execute (through their employees) confidentiality agreements related to their access.

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 employ 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.

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

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

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



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

I, Ron Klein, hereby certify that I am duly elected Vice President 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 28<sup>th</sup>, 2013 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 Closed Circuit Television 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 28<sup>th</sup>, 2013 and that Alan Nixa is the duly elected president of Arcomm Communications Corporation.

ATTEST: Ron Klein Ron Klein Title Vice President

Date: 6-28-13

(SEAL OF THE CORPORATION)

