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

VICKI V. QUIRAM
Commissioner
(603)-271-3201

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

June 2, 2015

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

REQUESTED ACTION

Authorize the Department of Administrative Services ("Department" or "DAS") to enter into a contract with Arcomm Communications Corporation of Hillsboro, NH, Vendor Code 156643 B001, for the provision of Communication Systems Repair, Maintenance, and Cabling Services. This contract shall begin on August 1, 2015 and end on July 31, 2017 with one option to renew for a period of two years subject to Governor and Council approval. The price limitation of this contract is \$600,000.00.

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

EXPLANATION

In order to provide for the continuation of these essential services, the Department of Administrative Services, through the Bureau of Purchase and Property, released a solicitation for bid on April 20, 2015. The bid was advertised on the Purchase and Property website. Attached are the results of the bid.

It is the Department of Administrative Services' intent to enter into this contract in order to ensure optimal coverage for the utilizing State agencies. The proposed contract is being awarded to the low bidder meeting the minimum requirements to cover communication systems with certified technicians.

The communications systems repair, maintenance, and cabling services are important to the operation of traditional telephone switching equipment used throughout State agencies. Based on the foregoing, I am respectfully recommending approval of the contract with Arcomm Communications Corporation.

Respectfully Submitted,

Vicki V. Quiram
Commissioner

STATE OF NEW HAMPSHIRE
 Bureau of Purchase and Property
Bid # 1750-15
DATE: 5/1/15 @ 1:30 PM

Communication Systems Maintenance, Repair,
 and Cabling Services
Statewide Contract

Arcomm Communications			
	Region 1 Evaluation # of Hrs	Laborer Rate/Hr	Technician Rate/Hr
M-F 8- 4:30PM	50	\$50.00	
	500		\$80.00
M-F Overtime	5	\$75.00	
	25		\$120.00
Weekend & Holidays	5	\$100.00	
	10		\$160.00
		Region 1 Total:	\$47,600.00
	Region 2 Evaluation # of Hrs	Laborer Rate/Hr	Technician Rate/Hr
M-F 8- 4:30PM	750	\$25.00	
	7500		\$58.00
M-F Overtime	40	\$37.50	
	200		\$87.00
Weekend & Holidays	75	\$50.00	
	150		\$116.00
		Region 2 Total:	\$492,300.00
	Region 3 Evaluation # of Hrs	Laborer Rate/Hr	Technician Rate/Hr
M-F 8- 4:30PM	100	\$25.00	
	1000		\$62.00
M-F Overtime	10	\$37.50	
	50		\$93.00
Weekend & Holidays	10	\$50.00	
	20		\$124.00
		Region 3 Total:	\$72,130.00

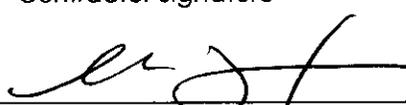
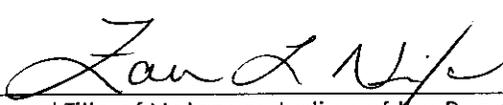
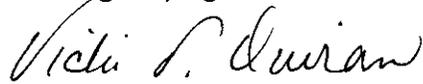
Subject: Communications Systems Maintenance, Repair, and Cabling Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Arcomm Communications Corporation		1.4 Contractor Address 462 West Main St., Unit 3 Hillsboro, NH 03244	
1.5 Contractor Phone Number 603-464-4600	1.6 Account Number	1.7 Completion Date July 31, 2017	1.8 Price Limitation \$600,000.00
1.9 Contracting Officer for State Agency Paul A. Rhodes, Purchasing Agent		1.10 State Agency Telephone Number 603-315-3347	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory ALAN NIXA PRESIDENT	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsboro</u> On <u>5-26-2015</u> , 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 			
1.13.2 Name and Title of Notary or Justice of the Peace FAWN L. NIXA Notary Public - New Hampshire My Commission Expires May 9, 2017			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Vicki V. Quiriam 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) By:  On: <u>6/8/15</u>			
1.18 Approval by the Governor and Executive Council 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, 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.

Contractor Initials
Date 5/26/15

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.

Contractor Initials AL
Date 9/26/15

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.

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.

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

PURPOSE

Arcomm Communications Corporation (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire, Department of Administrative Services, with Communications Systems Maintenance, Repair, and Cabling Services for the State of New Hampshire in accordance with NH State Proposal Bid #1750-15 and described herein.

TERM

This contract shall commence August 1, 2015, with the approval of Governor and Executive Council, through July 31, 2017, a period of approximately two (2) years. The contract may be extended for an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the Bureau of Purchase and Property with the approval of the Governor and Executive Council, but not to exceed four (4) years in total.

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

Communication cabling, system repair, and maintenance shall be completed as noted herein. The Contractor shall submit a verification of service request and schedule date to the Bureau of Statewide Telecommunications within three (3) business days of requested receipt of a Telecommunications Service Request (TSR) for each TSR forwarded to the Contractor.

All services performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:30 P.M local time, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer.

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

The Contractor agrees that any damage or injury to buildings, materials, equipment or to other property caused by the Contractor during the performance of this Contract will be repaired at Contractor's 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 correct all defective work and damages to the State's satisfaction. The State may withhold any payments necessary to correct all defective work or damages caused by but not corrected by the Contractor.

The Contractor's work staff (including any State authorized sub-contractors of the Contractor) shall consist of qualified persons completely familiar with the products and equipment that will be used in the performance of the Contract. The Contracting Officer reserves the right to remove any employee(s) that it 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/or the State.

The Contractor and/or its personnel (including any State authorized sub-contractors of the Contractor) shall not represent themselves as employees or agents of the State.

While on State property, all Contractor personnel (including any State authorized sub-contractors of the Contractor) 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 Contractor personnel (including any State authorized sub-contractors of the Contractor) shall observe all regulations or special restrictions in effect at any State Agency, and applicable local, State, federal or industry laws and practices, while performing under the Contract.

The Contractor shall ensure that its personnel (including any State authorized sub-contractors of the Contractor) are dressed appropriately, and neat and clean in appearance with picture identification that is visible at all times. Company uniforms are preferred.

The Contractor's personnel (including any State authorized sub-contractors of the Contractor) shall be allowed only in areas where the work required under the Contract is being performed, and only with proper authorization. The use of State telephones, photocopiers, facsimiles, and other office equipment, not specifically required to carry out the work in performance of the Contract is prohibited.

The use of sub-contractors shall be subject to the approval of the State prior to any actual work. If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, address, contact person and three (3) references for clients for whom the sub-contractor is currently providing service.

SERVICE REQUIREMENTS:

TELECOMMUNICATIONS SERVICE REQUESTS

All services shall be requested by and coordinated directly through the Department of Safety Division of Emergency Services and Communications, Bureau of Statewide Telecommunications. Contractor shall be responsible for performing all work requested through written Telecommunications Service Requests (TSRs) identifying the required actions. The Contractor shall accept only TSRs initiated from the Department of Safety Bureau of Statewide Telecommunications. The Contractor shall also provide emergency services upon receipt of a verbal telephone request from the Contracting Officer or his/her designee.

Major Service Call

The Contractor shall respond on site to a Major Service Call within four (4) business hours of report of occurrence. 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 the Contracting Officer or his/her designee.

Minor Service Call

Contractor shall respond to a Minor Service Call within five (5) business days 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.

Service Coverage

A majority of service work shall be performed during standard State business hours of 8:00 a.m. through 4:30 p.m., Monday through Friday, unless otherwise requested by the State. Contractor shall provide service twenty-four hours per day, seven days per week (24x7) including holidays when requested. Contractor shall maintain adequate (certified and experienced) staff and materials to comply with all terms of service agreements stated under the Contract.

Work after Normal Working Hours

The State shall pay a different rate for any work required to complete service as specified on the TSR or service trouble ticket outside of the standard working hours. All requests for work outside of normal working hours must be approved by the site contact person by signature or the Bureau of Statewide Communications representative, Contracting Officer or his/her designee, prior to performing any work outside of normal working hours. The Contractor must record on the Daily Time and Material Work Completion Form the names and contact numbers of individuals approving any such work. If overtime is necessary due to the late arrival Contractor personnel, the State shall deduct the late arrival time and its associated costs, from any request for a different rate outside of the normal working hours in the payment request from the Contractor.

SERVICE TYPES

Contractors shall provide services as noted below.

General Facilities Service Work

Contractor shall 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. Inclusive are equipment repair, hardware equipment card installations, IDC block installation (66, 110, Krone, etc.), copper and fiber cable installation, cross wire, software updates, 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, test and repair multi-mode and single-mode fiber optic cable as directed by the State. Installation shall include mechanical and fusion cable splicing, fiber termination and related equipment.

WARRANTY REQUIREMENTS:

Contractor shall warranty any and all equipment installed or provided by the Contractor for a minimum of twelve (12) months from time of State installation acceptance without additional charge. 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. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

Defective Equipment

Contractor Initials *Dr*
Date 9/26/15

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 manufacture. During the warranty period, the State may inspect any work to insure 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 (48) 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 vendor 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, the Contractor its employees and any State-authorized sub-contractor employees, if applicable, must obtain security clearances from the State. The Contractor shall provide the State with each employee's name, date of birth, and social security number, for any employee or sub-contractor providing services at State facilities under the Contract. The State will use this information solely for the security clearance process. The State shall treat this information as personally identifiable and confidential, and with the same level of protection as it does for its own employees. No Contractor employee or sub-contractor shall be allowed on site without first obtaining such clearance. The security clearance requirement shall be in effect for the life of the Contract and any extensions thereof. Contractors must advise the State of any new employee or sub-contractor and provide related security clearance information immediately. The determination of acceptance for such security clearance, shall lie solely with the State, and shall be revealed to the Contractor on pass or fail basis only. The following items apply:

Employee Agreements

Employee agreements allowing background checks will be exclusively the responsibility of the Contractor.

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 installation personnel be rejected by the State, the Contractor must 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 wear 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.

Employee Status to the State of New Hampshire

Contractor employees shall in all respects be independent of the State and in no way considered employees of the State.

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 must 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 must 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 7:30 a.m. to 4:30 p.m. local time, Monday through Friday, excluding State holidays. In addition, the Contractor must 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 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 must be capable of receiving and interpreting current version Adobe, MS Word, Excel, Visio and AutoDesk AutoCAD files.

CONTRACTOR STAFF

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

Primary Contractor Contacts

The Contractor shall provide a primary contracting officer for all services provided to the State.

Contractor Account Management

The Contractor single point of contact for the State shall be provided with a team of Contractor representatives to work in conjunction with the State regarding supported equipment or services.

Invoicing Service Support

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.

Skilled Technicians and Laborers

The Contractor shall provide all labor required to complete service requests. When the job requirements allow, the Contractor may use Laborer and Technician level employees to complete tasks. Use of laborers must be approved by the State in advance of any service work. The competency level of each position must abide by the following requirements.

- Technicians
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 certification must be provided prior to award of contract and 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 year experience;
2. A certificate of achievement of applicable subject matter from a recognized technical school with two years' experience;
3. Technician certification provided through a telecommunication equipment manufacturer that provides a structured certification program and two years' experience;
4. An Installer 2 (or higher) certificate of achievement from BICSI.

- Laborers
Laborers may be used to assist a technician(s) when the job requires that more than one Contractor employee be used to complete a job. Use of laborers shall be approved by the State in advance of any service work. Laborers shall work directly under the guidance of a Technician and not be the sole employee providing service at a job site. Laborers shall be defined as any Contractor employee not certified as a Technician, but possessing one year or more job experience.

Account Team Access

The Contractor shall provide telephone, facsimile, and Internet e-mail access to 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, IEEE, and industry standards).

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 And 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, dust pan 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 Material Safety Data sheets (MSD) with the delivery of any and all products covered by said law. Copies of MSD sheets shall be forwarded to the Bureau of Statewide Communications prior to job completion.

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 must 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

Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transactions

The Contractor certifies, by submission 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.

Confidentiality & Criminal Record

If Applicable, by the using agency, the Contractor and their employees and Sub-Contractors shall be required to sign and submit a CONFIDENTIAL NATURE OF DEPARTMENT RECORDS FORM, and a CRIMINAL AUTHORIZATION RECORDS FORM. Forms to be provided by the using agency, prior to any work being done.

EXHIBIT B

CONTRACT PRICE

The Contractor hereby agrees to provide communications systems repair and maintenance services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed price of \$600,000.00; this figure shall not be considered a guaranteed or minimum figure, however it shall be considered a maximum figure from the effective date of through the expiration date set as July 31, 2017.

Not to Exceed Quotations

The Contracting Officer or his/her authorized designee may, whenever he/she believes the size or complexity of a project so warrants, request a "not to exceed" dollar amount for the project. All quotes shall be completely itemized, including individual materials required to complete the specific job, individual item cost, labor hours, total cost of hours and timeframe to complete services. The quote and subsequent order shall contain a cost figure based upon a good faith estimate. The Contractor shall not exceed such estimate. Resulting service orders originating from "not to exceed" quotes do not relinquish the Contractor from providing the documentation as 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.

Contractors must provide "not to exceed" quotations for any extensive service when requested. Complete quotes including all associated costs must be provided within five (5) business days of requests. Quotes must 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 the Contracting Officer or his/her designee. Special exceptions must 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.

	Region 1	Laborer Rate/Hr	Technician Rate/Hr
M-F 8-4:30PM		\$50.00	\$80.00
M-F 4:31 PM to 7:59 AM		\$75.00	\$120.00
Weekend & Holidays		\$100.00	\$160.00
	Region 2	Laborer Rate/Hr	Technician Rate/Hr
M-F 8-4:30PM		\$25.00	\$58.00
M-F Overtime		\$37.50	\$87.00
Weekend & 4:31 PM to 7:59 AM		\$50.00	\$116.00

Contractor Initials *dy*
 Date *5/20/15*

	Region 3	Laborer Rate/Hr	Technician Rate/Hr
M-F 8-4:30PM		\$25.00	\$62.00
M-F 4:31 PM to 7:59 AM		\$37.50	\$93.00
Weekend & Holidays		\$50.00	\$124.00

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 shall 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.

DETAILED INVOICES

Invoices shall be submitted after completion of work to the Department of Safety, Bureau of Statewide Telecommunications. 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). Only invoices delivered to the Department of Safety, bureau of Statewide Telecommunications will be honored. Detailed invoices must be provided within 30 days of completion of 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 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 the Bureau of Statewide Communications along with, or prior to, billing and office payment. At a minimum, T&M invoices shall contain the information included in Attachment A - Sample Daily Time and Material Invoice. Contractor shall report hours worked per technician(s) and laborer(s) (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 1/2 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

Contractor Initials Dr.
Date 9/20/15

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.

Contractor Initials br
Date 5/26/15

EXHIBIT C

SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials br
Date 5/26/15

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

Customer: State of New Hampshire **Agency:** Department of Corrections

Location: 281 North State Street, Concord **Contact:** Dennis Leclerc

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
Telephone USOC jack	Hubble	4
Cat 5E data jack	Hubble	8
4 pair station cable	Beldon	1800'

Work Date: 02/23/2006

Employee Name	Status (L-Laborer, T-Technician)	Start Time (24 Hour Clock)	End Time (24 Hour Clock)	Hours Worked
John Doe	T	8:00	12:00	4.0
Jane Smith	L	8:00	12:00	4.0
Eliot Ness	T	8:00	12:00	4.0

Total Hours Charged: Laborer - 4.0 Technician - 8.0

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

Site Contact Signature: _____ Date: / /

Telcom. Sec. Approval: _____ Date: / /

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

Contractor Initials
Date / /

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 corporation duly incorporated under the laws of the State of New Hampshire on February 1, 1989. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of May, A.D. 2015

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

William M. Gardner
Secretary of State



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

May 26, 2015

Arcomm Communications Corporate Resolution

To whom it may concern,

I, Alan Nixa, am the President, Secretary, and Treasurer of Arcomm Communications as registered with the State of New Hampshire, and the only officer and sole member of the Board of Directors. I am the only one who can execute documents on behalf of Arcomm Communications Corporation.

Respectfully submitted:

Alan Nixa, Secretary

5/26/15

Date

Affix corporate seal here

Subscribed and sworn to before me on 5-26-15 [date],

in Hillsboro [town, state] located in Hillsboro [county],

Fawn L. Nixa [Signature and seal of notary public]

FAWN L. NIXA
Notary Public - New Hampshire
My Commission Expires **May 9, 2017**

My commission expires _____ [date]

