



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

OFFICE OF THE COMMISSIONER

25 Capitol Street – Room 120

Concord, New Hampshire 03301

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Jm

LINDA M. HODGDON
Commissioner
(603) 271-3201

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

March 29, 2013

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Arcomm Communications Corporation of Hillsboro, NH (Vendor Code 156643) in the amount not to exceed \$500,000, for the provision of Communication Systems Repair, Maintenance, and Cabling Services. This contract shall begin upon Governor and Executive Council approval and end on April 30, 2015.

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

EXPLANATION

The State currently utilizes three contracts for Communication Systems Repair, Maintenance, and Cabling Services which expire on April 6, 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 March 4, 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 two listed manufacturers with certified technicians with selection of the prospective vendors based by manufacturer per region.

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,

Linda M. Hodgdon
Commissioner

| First Choice Communication Services | | Vendor: | Mitel | NEC Elite | NEC Aspire | NEC NEAX | Norment Telecom Norstar ICS | Valcom |
|-------------------------------------|---------------------|--------------|-------|-----------|------------|----------|-----------------------------------|---------------------|
| Region 1 M-F 8-4:30PM | Evaluation # of Hrs | 50 | | | | | | |
| | Technical Rate/Hr | \$75.00 | | | | | | |
| | Laborer Rate/Hr | \$75.00 | X | X | X | X | X | X |
| | | \$37,500.00 | | | | | | |
| | | \$37,500.00 | | | | | | |
| Region 1 M-F Overtime | Evaluation # of Hrs | 5 | | | | | | |
| | Technical Rate/Hr | \$112.50 | | | | | | |
| | Laborer Rate/Hr | \$112.50 | | | | | | |
| | | \$2812.50 | | | | | | |
| | | \$2812.50 | | | | | | |
| Region 1 Weekend & Holidays | Evaluation # of Hrs | 5 | | | | | | |
| | Technical Rate/Hr | \$150.00 | | | | | | |
| | Laborer Rate/Hr | \$150.00 | | | | | | |
| | | \$750.00 | | | | | | |
| | | \$750.00 | | | | | | |
| TOTAL: | | | | | | | | \$49,125.00 |
| Region 2 M-F 8-4:30PM | Evaluation # of Hrs | 2000 | | | | | | |
| | Technical Rate/Hr | \$75.00 | | | | | | |
| | Laborer Rate/Hr | \$75.00 | X | X | X | X | X | X |
| | | \$562,500.00 | | | | | | |
| | | \$562,500.00 | | | | | | |
| Region 2 M-F Overtime | Evaluation # of Hrs | 100 | | | | | | |
| | Technical Rate/Hr | \$112.50 | | | | | | |
| | Laborer Rate/Hr | \$112.50 | | | | | | |
| | | \$22,500.00 | | | | | | |
| | | \$22,500.00 | | | | | | |
| Region 2 Weekend & Holidays | Evaluation # of Hrs | 100 | | | | | | |
| | Technical Rate/Hr | \$150.00 | | | | | | |
| | Laborer Rate/Hr | \$150.00 | | | | | | |
| | | \$15,000.00 | | | | | | |
| | | \$15,000.00 | | | | | | |
| TOTAL: | | | | | | | | \$791,250.00 |
| Region 3 M-F 8-4:30PM | Evaluation # of Hrs | 100 | | | | | | |
| | Technical Rate/Hr | \$75.00 | | | | | | |
| | Laborer Rate/Hr | \$75.00 | X | X | X | X | X | X |
| | | \$7,500.00 | | | | | | |
| | | \$7,500.00 | | | | | | |
| Region 3 M-F Overtime | Evaluation # of Hrs | 10 | | | | | | |
| | Technical Rate/Hr | \$112.50 | | | | | | |
| | Laborer Rate/Hr | \$112.50 | | | | | | |
| | | \$1,125.00 | | | | | | |
| | | \$1,125.00 | | | | | | |
| Region 3 Weekend & Holidays | Evaluation # of Hrs | 10 | | | | | | |
| | Technical Rate/Hr | \$150.00 | | | | | | |
| | Laborer Rate/Hr | \$150.00 | | | | | | |
| | | \$1,500.00 | | | | | | |
| | | \$1,500.00 | | | | | | |
| TOTAL: | | | | | | | | \$98,250.00 |

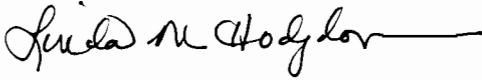
Subject: Communication Systems Repair, Maintenance, and Cabling Services

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 April 30, 2015 | 1.8 Price Limitation \$500,000.00 |
| 1.9 Contracting Officer for State Agency Paul A. Rhodes, Purchasing Agent | | 1.10 State Agency Telephone Number 603-271-3350 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Alan Nixa, President | |
| 1.13 Acknowledgement: State of <i>NH</i> , County of <i>Hillsborough</i> On <i>3-27-13</i> , 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 Fawn L. Nixa 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 Linda M. Hodgdon, 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: <i>4-2-13</i> | | | |
| 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 3/2/13

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 alm
Date 3/27/13

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.

Contractor Initials alm
Date 3/27/13

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 with Communication Systems Repair, Maintenance, and Cabling Services in accordance with NH State RFB 1524-13 and as described herein.

TERM

This contract shall commence upon the approval of Governor and Executive Council through April 30, 2014, a period of approximately two (2) years. This agreement may be extended for additional periods of time under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and with the approval of Governor and Executive Council, but 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

Work shall include communication systems repair, maintenance, and cabling services, as needed for the manufacturers and regions listed in Exhibit B.

Communication system repair, maintenance, and cabling shall be completed in a reasonable time frame as mutually agreed upon with agency and Contractor. The Contractor shall submit a proposed schedule to the state agency requesting services within three (3) business days for each Telecommunications Service Requests (TSRs) received.

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

The Contractor agrees that any damage or injury to buildings, materials, equipment or to other property during the performance of this service will 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 Contractor or their personnel shall not represent themselves as employees or agents of the State.

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

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 to perform all work requested through written Telecommunications Service Requests (TSRs) identifying the required actions. The Contractor shall accept only TSRs initiated from the Bureau of Statewide Communications. The Contractor shall also provide emergency services upon receipt of a verbal telephone request from the Contracting Officer or designated agents.

Contractor Response to Service Calls

Contractor Initials dlm
Date 3/21/13

The State shall request repair service whenever required. It is the intent of the State to have most services performed on standard State work days; however, Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. Contractor must contact agency 24 hours prior to arriving on site. Requests shall be defined as follows:

Major Service Call

The Contractor shall respond to a Major Service Call within two (2) 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.

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 services shall be provided on written Telephone Services Requests (TSRs) or Trouble Ticket Form e-mailed or faxed to the Contractor. Requests shall define the scope of work, contact person, site location and associated details of the service.

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 (24) hours per day, seven (7) days per week when requested. Contractor shall maintain adequate (certified and experienced) staff and materials to comply with all terms of service agreements stated under this Contract.

Overtime

If overtime is necessary as a result of late arrival on behalf of the Contractor, the State shall deduct the additional costs of late arrival from any overtime payment request from the Contractor. Any work required to complete service as specified on the TSR or service trouble ticket outside of the standard working hours shall be approved by the site contact person by signature or the Bureau of Statewide Communications representative prior to starting any work.

SERVICE TYPES

Contractors shall provide types of services as noted below.

Telecommunications Services

Contractor shall provide routine Move, Add and Change (MAC) services involving analog and digital communication lines, key telephone and PBX equipment purchased from and installed by multiple Contractors. Equipment is typically out of warranty or specialized for State use and in need of installation or repair. The Contractor services shall be expanded based upon additional contractor capabilities. Required capabilities include 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.

LAN/WAN Services

Contractor shall provide routine Move, Add and Change (MAC) service involving LAN and WAN facilities including inside and outside plant copper and fiber optic cabling, terminations, testing and installation of passive interface equipment. The Contractor may also be called to mount but not program, servers, routers and other rack mounted equipment.

Fiber Optic Cable Installation

Contractor shall supply (when directed) and 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.

Contractor shall be required to terminate and connect all associated equipment to any jobs requiring cable installations.

Not to Exceed Quotations

The Contracting Officer or authorized agent may, whenever he 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 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 or equal to the actual cost of service and materials or the maximum "not to exceed" dollar cost.

Contractor must provide "not to exceed" quotations for any extensive service when requested. Complete quotes including dollar cost must be provided within five (5) business days of requests. Quotes must be honored for ninety (90) days unless there are special circumstances. Special exceptions must be clearly noted as part of any quotation. All quotes are to be submitted on the Contractor's stationary and electronically via e-mail delivery.

Warranty Service and Maintenance

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

Defective Equipment

The Contractor warrants that all items supplied are new and in good working order, and will conform to the manufacturer's official published specifications, the bid specifications, and all applicable TIA/EIA standards. If the State finds any Contractor provided product to be defective, in any way, for any reason, the Contractor shall be required to replace it within five (5) business days of receiving notice from the State, at Contractor's expense. The State shall not be responsible for transportation or shipping of equipment and/or related costs. Inclusive shall be equipment returns and replacement of any defective equipment. Only the most current compatible model and version hardware and software platforms shall be used. The Contractor shall pay all transportation and installation costs for equipment replacement 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 accordance with codes and requirements stated within this Contract. Any workmanship proven deficient 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) hour period. If the Contractor does not correct the problem in the allotted timeframe, the State may at its option request services from an alternate contractor at the original 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

Contractor Initials Am
Date 3/27/13

Prior to providing service to the State and entering any State facility, each Contractor and/or subcontractor employee must obtain security clearance from the State. Each employee's name, date of birth and social security number who will be performing work at State offices must be provided to the State. No Contractor employee shall be allowed on a job site without first obtaining such clearance for the life of this Contract and extensions thereof. Contractors must advise the State of any new employees and provide related security information. These terms are inclusive of any subcontractor or other personnel providing services at State facilities. The determination of acceptance shall be solely the State's decision, revealed to the Contractor on pass or fail basis. 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 picture ID badges including the company name and company contact telephone number for each employee servicing the State account. All Contractor employees while servicing the State shall wear the ID. The State shall retain the right to disallow service and site access to any employee not displaying an ID badge. All costs for acquiring IDs shall be born 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 designated substitute on a daily basis 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., 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.

E-mail Availability

Contractor Initials aw
Date 3/27/13

The Contractor shall maintain E-mail availability throughout the term of the contract, with 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 this Contract.

Primary State Contact

The primary contact for the State shall be:

Dennis Leclerc
Department of Safety, Division of Emergency Services and Communications,
Bureau of Statewide Telecommunications
33 Hazen Drive
Concord, NH 03305
Telephone No. 603-227-0053
E-Mail: dleclerc@dos.nh.gov

The State may at any time designate an alternate primary contact or delegate responsibilities among additional employees.

Secondary State Contact

The primary contact for the State shall be:

Paul Rhodes
Department of Administrative Services
Bureau of Purchase & Property
25 Capitol St.
Concord, NH 03301
Telephone No. 603-271-3350
E-Mail: paul.rhodes@nh.gov

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 and any State Contractor 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.

The Contractor shall provide a list of technical education achievements for each Technician utilized for State jobs. Those employees 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.

Status of Contractor Employees and Subcontractors

Contractor employees and subcontractors shall be independent of the State in all respects and not considered employees of the State.

Contractor Employee Reassignment

The State reserves the right to require the Contractor to train, counsel or reassign any personnel (including subcontractors) 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.

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, 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.

MATERIALS:

All materials provided by the Contractor shall be new of original equipment manufacturer (OEM). If OEM is not available a substitute shall only be used with prior approval from the State. The Contractor shall be responsible for obtaining materials at the best possible price and charge the State no more than cost +20%. 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.

Contractor Supplied Cabling

Any installed station cable shall be a minimum of 24 AWG, 4 pair, PVC or CMP depending upon site requirements, meeting REA Specification PE-71 for inside cable and of Level 5E and above (Category 5E) or as specified by the State. All cables installed shall be marked utilizing standard industry color coding and numbering.

Termination Jacks

Analog telephone station locations shall be terminated with (minimum) six pin USOC jacks. Data station locations shall be terminated with a minimum cable classification of Category 5E with 568B jacks unless otherwise designated by the State. All station terminations must be labeled with station number and corresponding port number. Labels shall be machine printed and attached in a permanent manor.

Cable Placement

All new inside plant cabling shall be concealed above the ceiling, within wall cavities or within plastic or metal moldings or raceways. Standard precautions shall be used to avoid chafing or excessive twisting of wire during installation. All access holes shall be covered to present a neat appearance. (I.e. holes made in gypsum required for wire runs will be repaired using joint compound and standard industry materials and practices). All outside plant cabling shall be rated for specific application (direct burial, underground conduit, aerial, etc.). All applicable BICSI, TIA/EIA and ITU standards shall be followed.

Fire-stop

Contractor shall use fire-stop materials when installing cable between floors or through firewalls. Contractor shall verify with the State the approved type of fire stop to be used. At all cable installations, Contractor shall be responsible for maintaining firewall integrity.

Contractor Initials
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Cable Support

Contractors shall use cable support devices (J Supports, D hooks, F supports, etc.) in all ceiling areas where tray or ladder racks are not supplied. No cable shall be laid on ceiling grids, conduits, pipes, tiles or ceiling supports. All cables shall be bundled and installed in full accordance with current BICSI, TIA/EIA and ITU relevant standards. The Contractor shall be responsible to ensure that all Contractor employees fully understand and comply with all applicable standards and codes.

ADDITIONAL CONTRACTOR PERFORMANCE REQUIREMENTS

Equipped Technicians

The Contractor shall provide its technicians with the equipment necessary to verify system measurements as follows.

1. Cable impedance, circuit noise, power influence and line loss;
2. Cable voltages, resistance and current to within .01 units of measurement (digital multi-meter at minimum);
3. Common ground readings to within 5 ohms or less for testing multi-ground building neutral connections and ground attachments;
4. Cable continuity, LAN performance and tracking;
5. Fiber Optic transmission testers (transmitters and receivers) and terminating and polishing equipment for those working on fiber installation testing or repair;
6. Data circuit integrity test equipment allowing verification of transmission parameters including bit error rate, transfer speeds, digital communications and other equipment as required per job specifications;
7. Cable analyzer.

OBLIGATIONS and LIABILITY OF THE VENDOR:

The Contractor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this contract shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this Contract and also in accordance with contract drawings.

The Contractor shall take all responsibility for the work under this Contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Contractor shall bear all losses resulting to him or to the State on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.

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

SIGNED TIME AND MATERIAL DOCUMENTS

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

TIME & MATERIAL DOCUMENT ITEMS

Contractor Initials AM
Date 3/27/13

Each T&M work order shall be forwarded to the Bureau of Statewide Communications along with, or prior to, billing and office payment.

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.

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 will be required to sign and submit a CONFIDENTIAL NATURE OF DEPARTMENT RECORDS FORM, and a CRIMINAL AUTHORIZATION RECORDS FORM. The forms shall be provided by the using agency, prior to any work being done.

Contractor Initials AW
Date 3/27/13

EXHIBIT B

CONTRACT PRICE

The Contractor hereby agrees to provide communication systems repair, maintenance, and cabling services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed price of \$500,000.00; 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 April 30, 2015

PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

State shall 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.

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

| | | | | Awarded Systems | |
|-----------------------------------|---|----------------------------|-------------------------------|---|---------------|
| | Region 2 Evaluation # of Hrs | Laborer Rate/Hr | Technician Rate/Hr | Northern Telecom Norstar ICS | Valcom |
| M-F 8-4:30PM | 2000 | \$35.00 | | | |
| | 7500 | | \$58.00 | | |
| M-F Overtime | 100 | \$52.50 | | | |
| | 200 | | \$87.00 | | |
| Weekend & Holidays | 100 | \$70.00 | | | |
| | 200 | | \$116.00 | | |
| | | | | | |
| | | | | | |
| | Region 3 Evaluation # of Hrs | Laborer Rate/Hr | Technician Rate/Hr | | |
| M-F 8-4:30PM | 100 | \$39.00 | | | |
| | 1000 | | \$62.00 | | |
| M-F Overtime | 10 | \$58.50 | | | |
| | 50 | | \$93.00 | | |
| Weekend & Holidays | 10 | \$78.00 | | | |
| | 50 | | \$124.00 | | |

Additional Systems covered under same rates:

- Actema
- Adtran
- Aimetis
- Bogen

Contractor Initials AW
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Bosch
Comdial
Digium
Engenious
Exacq
Fluke
Hubbell
Ganz
Keyscan
Multitech
Nitsuko
Panasonic
Vertical
Vodavi

INVOICE

It is the responsibility of the Contractor to present detailed Time and Material (T&M) work completion forms in duplicate for each service performed per job, per day basis. Contractor invoices shall not be accepted without the appropriate material invoices and complete T&M work form(s). Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

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 ½ hour increments (rounded up) per employee on job site, from the actual time of arrival to the time of departure, with a minimum billing allowance of ½ hour for Region 2 service, and 1 hour in Regions 1 and 3. Time to travel to and from a site shall not be included in the labor hours charged. Travel time and mileage charges shall not be accepted. Overextending job requirements to utilize two technicians where one could perform a task in a reasonable manner shall not be accepted. Efficiency of personnel is a major concern. The State, at its own discretion, may refuse any invoice based on inefficient use of labor.

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

Contractor Initials Am
Date 3/27/13

EXHIBIT C

SPECIAL PROVISIONS

There are no other special provisions of this contract.

Contractor Initials AW
Date 3/27/13

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 21st day of March, A.D. 2013

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

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 March 27th, 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 Communications Cabling, System Repair and Maintenance 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 March 27th, 2013 and that Alan Nixa is the duly elected president of Arcomm Communications Corporation.

ATTEST: Alan Klein Ron Klein Title Vice President

Date: 3-27-13

(SEAL OF THE CORPORATION)

VOICE, DATA & VIDEO CABLING • TELEPHONE SYSTEMS • IT NETWORKING & COMPUTERS
FIBER OPTICS • SECURITY CAMERAS • ACCESS CONTROL • PAGING & PA SYSTEMS
Complete Consulting, Design, Sales, Installation & Support Services