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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

CHARLES M. ARLINGHAUS  
Commissioner  
(603)-271-3201

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

January 31, 2018

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

*Retroactive*

**REQUESTED ACTION**

Authorize the Department of Administrative Services, Bureau of Purchase and Property, to **retroactively** exercise a contract amendment option with Arcomm Communications Corp. of Hillsboro, NH, (Vendor No. 156643) originally approved by Governor and Executive Council on July 24, 2013, Item #14, for the provision of Closed Circuit Television ("CCTV") Maintenance and Repair Services. This amendment represents the option to add locations and amend the scope of services to the contract and increases the price limitation by \$5,000 from \$75,000 to \$80,000 to account for the additional locations, effective upon Governor and Council approval for the period of August 1, 2016 through July 31, 2018. The terms and conditions and pricing structure remain the same.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

**EXPLANATION**

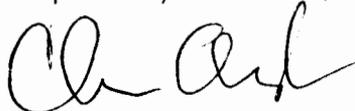
This request is **retroactive** due to the misunderstanding of service contract protocol. The original contract was approved by Governor and Executive Council on July 24, 2013, Item 14, for a period of three (3) years with an option to renew for two additional years. On May 25, 2016, a contract extension for two years, through July 31, 2018, was approved by the former Commissioner of Administrative Services via a request for contract extension commodity form. The forms for a commodity extension was not correct for a service amendment contract, and unfortunately made it through all approvers, without getting the proper approval from Governor and Executive Council. All terms and conditions remained the same as the original contract.

This request is a result of the need to enable the Department of Corrections to utilize an outside vendor to service its three transitional housing units for CCTV maintenance and repair. The Scope of Work is amended to include language within the contract to ensure that Arcomm complies with internal policies and procedures of the Department of Corrections.

The Department of Corrections has requested to utilize the statewide contract, with the incorporation of their scope of work requirements and internal policy and procedures regarding outside vendors, to bring economy of scale to the Department of Corrections. By allowing internal staff to utilize an outside vendor, as needed to maintain the CCTV equipment, it will allow internal staff to focus on other needs of the transitional housing units and will ensure optimal security compliance and maintenance at the transitional housing units.

Based on the foregoing, I am respectfully recommending approval of the contract amendment with Arcomm Communications Corp.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ch Arlinghaus", written in a cursive style.

Charles M. Arlinghaus  
Commissioner

**FIRST AMENDMENT TO THE CONTRACT  
BETWEEN ARCOMM COMMUNICATIONS CORP.  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR CLOSED CIRCUIT TELEVISION MAINTENANCE AND REPAIR SERVICES  
CONTRACT # 8001435**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 26<sup>th</sup> day of January, 2018, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Arcomm Communications Corp. (hereinafter referred to as "the Contractor") for Closed Circuit Television Maintenance and Repair Services.

WHEREAS, pursuant to an agreement effective August 1, ~~2013~~ set to expire July 31, 2018, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain closed circuit television maintenance and repair services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

1.8 \$80,00.00

2. Amend Scope of Work to Include:

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

- Service is to be completed at the Transitional Housing Units ("THUs"):
  - North End House ("NEH"), 1 Perimeter Road, Concord, NH
  - Shea Farm 60 Iron Works Road, Concord, NH
  - Calumet, 126 Lowell Street, Manchester, NH
- Service hours are 7 AM to 3 PM, Monday through Friday.
- Unscheduled, emergency, and act of vandalism services are required twenty-four (24) hours, seven (7) days a week, 365-days a year.
  - The agency requires the ability to have these service calls answered by an answering service or on-call staff. Answering machines or voicemail shall not be an accepted form of communication.
- Major on-call services shall require an estimate for work to be provided at no charge. These services need to be approved by the Administrator of Logistics or designee prior to any work being performed.
- Preventative maintenance provided on holidays shall require prior approval by the Administrator of Logistics or designee.
- All work performed by the Vendor shall be under the supervision of a Department's maintenance employee or designee.
- If damage to a component and/or part is/are determine by mutual agreement of the DOC and the Vendor to be an act of vandalism, the following procedures shall apply:

- The component(s)/part(s) shall be turned into the Control Room for evidence and shall be accompanied by all information needed for billing the responsible party. Within forth-eight (48) hours a bill shall be faxed to the Administrator Logistics or designee at (603) 271-6181 with the expected costs related to vandalism.
- The Vendor must furnish the required tools and equipment inclusive of computer hardware necessary to provide the requested services of the Contract. Any tools, containers, and vehicles the Vendor needs to provide the required services must be inventoried before entering and leaving the facility and are subject to search by the DOC security staff at any and all times while on NH DOC facility grounds.
- Vendor tool lists and operations bulletins are to provided one (1) to two (2) days in advance of any visit.
- The Vendor shall agree to comply with all rules and regulations of the NH DOC.
- The Vendor shall be responsible for obtaining a criminal background check to include finger printing on all potential employees assigned by the Vendor and/or Subcontractors to provide services to NH DOC. Upon award of a Contract, the NH DOC will notify the selected Vendor the procedures to obtain background checks and fingerprinting. Vendor and/or subcontractor employee hiring status shall be contingent upon receipt of a criminal background check and fingerprinting report(s), from the NH Department of Safety, and procedural review of said reports by the NH DOC.
- In addition, the Vendor and/or subcontractor shall not be able to hire employees meeting the following criteria:
  - Individuals convicted of a felony shall not be permitted to provide services;
  - Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
  - Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Administrator of Logistics or designee of the NH DOC;
  - Individuals with restrictions on out-of-state and/or State of NH professional licenses and/or certifications;
  - Individuals who professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
  - Individuals with a history of drug diversion;
  - Individuals who were a former State of NH employee and/or former Vendor employee that was dismissed for cause;
  - Individuals previously employed with the NH DOC without prior approval of the NH DOC; and
  - Relatives of currently incarcerated felons may not be permitted to provide services without prior approval by the NH DOC.
- In performing its obligations under the Contract, the Vendor may gain access to information of the inmates/patients/non-adjudicated residents including confidential information. The Vendor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor's performance under the Contract.

- The Vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate/patient/non-adjudicated residents that becomes available to the Vendor in connection with its performance under the Contract.
  - In the event of unauthorized use of disclosure of the inmate/patient/non-adjudicated resident information, the Vendor shall immediately notify the NH DOC.
  - All material developed or acquired by the Vendor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Vendor shall be released to the public without prior written consent of the NH DOC.
  - The Vendor must comply with the Prison Rape Elimination Act ("PREA") of 2003 (Federal Law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Vendor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards which may require an outside independent audit.
  - The Vendor must comply with any applicable NH DOC Administrative Rules, Policies, Regulations, and Policy and Procedure Directives ("PPD's") to include but not limited to, PPD 5.08: *Staff Property Permitted in and Restricted from Prison Facilities*.
3. All other provisions of the Agreement, approved by the Governor and Executive Council on July 24, 2013, shall remain in full force and effect.

ARCOMM COMMUNICATIONS CORP.

By: [Signature]  
ALAN NIXA  
(Print Name)

Title: PRESIDENT

Date: 1/26/2018

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 26<sup>th</sup> day of January, 2018.  
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

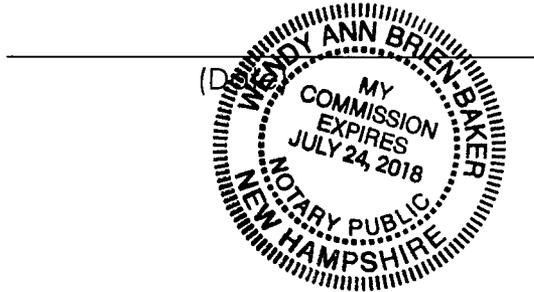
Alan Nixa

And acknowledge that he executed this document indicated above.

In witness thereof, I hereunto set my hand and official seal.

Wendy Ann Brien Baker  
(Notary Public/Justice of the Peace)

My commission expires:



STATE OF NEW HAMPSHIRE

By: [Signature]  
Charles M. Arlinghaus  
(Print Name)

Title: Commissioner  
Department of Administrative Services

Date: 2/12/18

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]  
John J. Condoni  
(Print Name)

Title: Assistant Attorney General

Date: 2/12/2018

The foregoing contract was approved by the Governor and Council of New Hampshire on

\_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

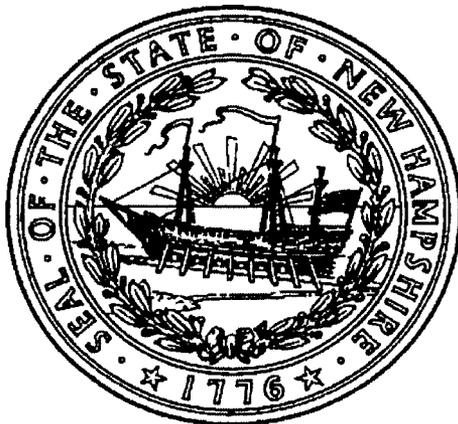
# State of New Hampshire

## Department of State

### CERTIFICATE

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

Business ID: 139615



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 January A.D. 2018.

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, Fawn Nixa, hereby certify that I am duly elected secretary of Arcomm Communications Corporation.

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the organization, duly called and held on March 6<sup>th</sup>, 2017 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 submission for contract 8001435 amendment 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 January 26<sup>th</sup>, 2018 and that Alan Nixa is the duly elected president of Arcomm Communications Corporation.

ATTEST: Fawn Nixa Fawn Nixa Title Secretary

Date: 01/24/18

(SEAL OF THE CORPORATION)



ARCOM-01

BMERRITT

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/24/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Knapton Reade & Woods Agency, Inc. 22 School Street Hillsboro, NH 03244	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (603) 464-3422 <b>FAX (A/C, No):</b> (603) 464-4066 <b>E-MAIL ADDRESS:</b>  <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center; border: none;"><b>NAIC #</b></td> </tr> <tr> <td style="border: none;"><b>INSURER A : Acadia Insurance Company</b></td> <td style="border: none;"><b>31325</b></td> </tr> <tr> <td style="border: none;"><b>INSURER B :</b></td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;"><b>INSURER C :</b></td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;"><b>INSURER D :</b></td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;"><b>INSURER E :</b></td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;"><b>INSURER F :</b></td> <td style="border: none;"></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A : Acadia Insurance Company</b>	<b>31325</b>	<b>INSURER B :</b>		<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER D :</b>															
<b>INSURER E :</b>															
<b>INSURER F :</b>															
<b>INSURED</b>  <b>Arcomm Communications Corp.</b> 462 West Main St, Unit 3 Hillsboro, NH 03244															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			CPA5242648-11	03/15/2017	03/15/2018	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>250,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAA5242649-11	03/15/2017	03/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>			CUA5242650-11	03/15/2017	03/15/2018	EACH OCCURRENCE \$ <b>3,000,000</b> AGGREGATE \$ <b>3,000,000</b> \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y/N <input checked="" type="checkbox"/> Y    N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WCA5242651-11	03/15/2017	03/15/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>500,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Workers Comp Info: Excluded Officer: Alan Nixa, President. States Included: NH, MA, VT

**CERTIFICATE HOLDER****CANCELLATION**

State of NH, Dept of Administrative Services  
 Bureau of Purchase and Property  
 State House Annex, Room 102  
 25 Capitol Street  
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Elizabeth Merritt*



# State of New Hampshire

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

LINDA M. HODGDON  
Commissioner  
(603) 271-5201

July 2, 2013

JOSEPH B. BOUCHARD  
Assistant Commissioner  
(603) 271-5204

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

7/24/2013

## REQUESTED ACTION

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

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

## EXPLANATION

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

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

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

Respectfully Submitted,

Linda M. Hodgdon  
Commissioner

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

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

Indicates award made to this vendor

## EXHIBIT A

### **PURPOSE**

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

### **TERM**

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

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

### **SCOPE OF WORK**

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

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

CCTV Maintenance and Repair Services shall include but not be limited to:

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

#### **Emergency Requests**

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

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

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

Contact information:  
Contract Manager: Rick Dietrich

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

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

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

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

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

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

Each individual agency may request the Contractor to provide security clearance and/or background checks for any and all Contractor representatives that may work in their facilities. In addition each individual agency may request the Contractor to execute (through their employees) confidentiality agreements related to their access.

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

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

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

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

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

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

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

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

Contractor Initials AM  
Date 6/23/13



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

I, Ron Klein, hereby certify that I am duly elected Vice President of Arcomm Communications Corporation. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the organization, duly called and held on June 28<sup>th</sup>, 2013 at which a quorum of the Board was present and voting.

VOTED:

To authorize Alan Nixa, president of Arcomm Communications Corporation, to execute and have delivered to the State of NH a binding bid submission for Closed Circuit Television Services and further authorizing said officer to execute any documents which may in his judgment be desirable to effect the purpose of this vote.

I hereby certify that the said vote has not been amended or repealed and remains in full force and effect as of June 28<sup>th</sup>, 2013 and that Alan Nixa is the duly elected president of Arcomm Communications Corporation.

ATTEST: Ron Klein Ron Klein Title Vice President

Date: 6-29-13

(SEAL OF THE CORPORATION)

Client#: 47009

ARCCO

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/28/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Knapton, Reade & Woods Agency 22 School Street P O Box 2250 Hillsboro, NH 03244-2250	<b>CONTACT NAME:</b> Betsy Merritt <b>PHONE (A/C, No, Ext):</b> 603-464-3422 <b>FAX (A/C, No):</b> (603) 464-4066 <b>E MAIL ADDRESS:</b> betsy@knaptoninsurance.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hanover Insurance <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Arcomm Communications Corp. 462 West Main St, Unit 3 Hillsboro, NH 03244	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		ODV875182707	03/15/2013	03/15/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ABV875181407	03/15/2013	03/15/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB        CLAIMS-MADE DED    RETENTION \$		ODV875182707	03/15/2013	03/15/2014	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	WZV875180807	03/15/2013	03/15/2014	WC STATU-TORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Workers Comp Information: Excluded officers: Alan Nixa, President; Ron Klein, Vice President.

Included states: NH

## CERTIFICATE HOLDER

State of New Hampshire  
 Administrative Services  
 State House Annex, Room 102,  
 25 Capitol St.  
 Concord, NH 03301

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*[Signature]*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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