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STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5652

David J. Mikolaitis, Major General
The Adjutant General

Warren M. Perry
Deputy Adjutant General

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February 23, 2021

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

REQUESTED ACTION

The Department of Military Affairs and Veterans Services respectfully requests approval to enter into a **sole source** contract in the amount of $27,471.01 with Integrated Security Solutions Inc. (#262729), 108 Cooperative Way, Kalispell, MT 59901 for the purpose of providing temporary services for the management, installation, operation and maintenance of New Hampshire Army National Guard (NHARNG) electronic security systems (ESS) infrastructure for the period of Governor and Council approval through May 31, 2021. **100% Federal Funds.**

Funds are in SFY 2021 operating budget upon continued appropriation as follows:

02-12-12-120010-22480000 - Army Guard Electronic Security:

10-01200-22480000-231-500766 Security Expenditures/Security Expenses	$27,471.01

EXPLANATION

DMAVS wishes to enter into a **sole source** contract with Integrated Security Solutions, Inc. to provide temporary services for the management, installation, operation and maintenance of the ESS program for the NHARNG. The request is sole source because the company, Integrated Security Solutions, retains the requisite certifications and are the only vendor currently certified by National Guard Bureau (NGB) to operate and maintain these mandated systems.

NGB has acknowledged that individual states face a complex, intelligent, and adaptable enemy. In light of security threats, they have implemented a robust Electronic Security System program, administered through a Cooperative Agreement between the Federal Government and the State of New Hampshire. This program outlines standards for the management, installation, operation and maintenance of electronic security systems, which include Intrusion Detection

Systems and weapons vault locking systems that protect both Army guardsman and civilian workers as well as NH Army National Guard assets statewide. Currently, the Department is seeking the reclassification of two (2) vacant positions which support the ESS program because the current classifications for these positions do not meet the needs of the program as outlined in the Cooperative Agreement. This contract will provide a qualified technician trained and certified by NGB as a temporary measure to ensure the NH Army National Guard's security systems and other physical security measures do not fail while the Department works through the reclassification process for these two positions.

The Federal Funds allotted for these services are provided to the Department of Military Affairs and Veterans Services by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire Army National Guard. The cost of this contract shall be reimbursed to the State by the Federal Government at a rate of 100%. In the event that Federal Funds are not available, general funds will not be used to support this program.

The contract has been approved for form, substance and execution by the Attorney General's Office.

Respectfully submitted,

for David J. Mikolaities
Major General, NH National Guard
The Adjutant General

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES		1.2 State Agency Address 4 PEMBROKE ROAD CONCORD, NH 03301	
1.3 Contractor Name Integrated Security Solutions Inc. (V#262729)		1.4 Contractor Address 108 Cooperative Way Kalispell, MT 59901	
1.5 Contractor Phone Number (406) 755-2504	1.6 Account Number 10-01200-22480000-231-500766	1.7 Completion Date 05/31/2021	1.8 Price Limitation $27,471.01 (Not to exceed)
1.9 Contracting Officer for State Agency Erin M. Zayac, Administrator of Business Operations		1.10 State Agency Telephone Number (603)225-1361	
1.11 Contractor Signature Date: 02/10/2021		1.12 Name and Title of Contractor Signatory Marquis L. Laude President	
1.13 State Agency Signature Date: 2/23/21		1.14 Name and Title of State Agency Signatory Erin M. Zayac, Administrator of Business Operations	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Michael Haley, Attorney		On: 2/24/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

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2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

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.

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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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

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Date 02/10/2021

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

Electronic Security System (ESS) Management, Installation, Operation and Maintenance (MIO&M) – State Military Reservation

EXHIBIT A, SPECIAL PROVISIONS

The following special provisions modify, change, delete or add to the General Provisions of the agreement. Where any part of the General Provisions is modified or voided by these Special Provisions, the unaltered provisions for that part shall remain in effect.

1. This agreement is funded, wholly or in part, by monies of the Federal Government of the United States; therefore, all parts and provisions of this agreement that refer to contract which are funded in any part by the federal government are applicable to this agreement.

2. The term "Contracting Officer" as used in this agreement shall mean the State's Contracting Officer as is specified at item #1.9 of the General Provisions of this agreement or his/her authorized representative. No individual shall be an authorized representative of the Contracting Officer unless he or she is so appointed in writing by the Contracting Officer, in which case such written appointment shall be provided to the Contractor.

3. The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement. The Contractor agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the State and the Contractor may not seek damages against the State for any such impacts.

If the Contractor experiences or anticipates any such COVID-19-related impacts to this Agreement, the Contractor shall immediately notify the Contracting Officer. In the event of any COVID-19-related impact or anticipated impact to this Agreement, the Contracting Officer shall have the right to temporarily modify, substitute, or decrease the Services, without the approval of the Governor and Executive Council, upon giving written notice to the Contractor. The State's right to modify includes, but is not limited to the right to modify service priorities, including how and when Services are delivered, and expenditure requirements under this Agreement so as to achieve compliance therewith, provided such modifications are within the Scope of Services and cost limitations of this Agreement. By exercising any of the rights described within this subsection, the State does not waive any of its right under this Agreement.

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In the event that a modification by the State under this subsection would result in a reduction of Services that cannot be supplemented during the remaining term of this Agreement with either replacement or substituted services of substantially similar value, the Parties shall submit an amendment to this Agreement with a commensurate reduction in the price. In order to facilitate reconciliation of services performed under this Agreement, the Contractor shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the Agreement:

1) The services required to be performed under the terms of this Agreement as written;
2) The services actually performed;
3) Any replacement or substituted services performed with reference to the associated unperformed contracted services.

4. The Contractor shall be responsible to correct, at his own cost and expense, defective work, or damaged property when defects and damage are caused by the Contractor's employees, equipment or supplies. The Contracting Officer may withhold all, or part of, payments due to the Contractor until defective work or damaged property caused by the Contractor, his employees, equipment or materials, is placed in satisfactory condition

5. **General Provisions** are amended as follows:

a. **Provision 7. PERSONNEL sub-part 7.2:** after "who is a State employee or official," add the following:

"or who is a National Guardsperson or who is a federal employee of the National Guard,"

b. **Provision 10. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION:** Add the following sub-part:

10.4 Between the Effective Date and three (3) years after the Completion Date, as often as the State or Federal Government shall demand, the Contractor shall make available for audit purposes, all records that pertain to this Agreement. Upon demand the contractor shall provide copies of such documents which may include invoices, payrolls, records of personnel, and other information relating to all matters covered in this agreement.

c. **Provision 14. INSURANCE AND BOND:** ***Add*** the following sub-sub-part:

14.1.3 Insurance against all claims arising from the Contractor's use of automobiles in the conduct of this agreement, in amount no less than $1,000,000 per combined single limit each accident.

6. ADD the following as Special Provisions to the extent not inconsistent with the express terms of this Agreement, the provisions of 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, DoD Grant and Agreement Regulations (DoDGARS) (DoD

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3210.6-R) as amended, Title 2 Code of Federal Regulations (CFR) Part 225, and NGR 5-1, are hereby incorporated into this MCA by reference as if fully set forth herein, shall govern this Agreement:

Nondiscrimination.

The Grantee covenants and agrees that no person shall be subject to discrimination or denied benefits in connection with the State's performance under the MCA. Accordingly, and to the extent applicable, the Grantee covenants and agrees to comply with the following national policies prohibiting discrimination:

a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR part 195.

b. On the basis of race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR part 60.

c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DoD regulations at 32 CFR part 196.

d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.

e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.

Lobbying.

a. The state covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

Drug-Free work Place.

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The Grantee covenants and agrees to comply with the requirements regarding drug-free workplace requirements in of 32 CFR Part 26, which implements section 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

Environmental Protection.

a. The Grantee covenants and agrees that its performance under this Agreement shall comply with:

(1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);

(2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued there under;

(3) The Resources Conservation and Recovery Act (RCRA);

(4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);

(5) The National Environmental Policy Act (NEPA);

(6) The Solid Waste Disposal Act

(7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at Subpart J of 40 CFR part 32;

(8) To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.

(9) The applicable provision of the Clean Air Act (42 U.S.C. § 7401, et seq.) and Clean Water Act (33 USC 1251, et seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 comp., p.799].

b. In accordance with the EPA rules, the parties further agree that the Grantee shall also identify to the awarding agency (NGB) any impact this award may have on:

(1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

(2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.

(3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.

(4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.

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(5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

(6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

Use of United States Flag Carriers.

a. The state covenants and agrees that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

b. The state agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

Debarment and Suspension.

Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12698, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded for or ineligible for participation in Federal assistance programs or activities. The State complies with the DOD implementation of 2 CFR part 180 (at 2 CFR Part 1125) by checking the Excluded Parties List System (EPLS) at www.sam.gov to verify contractor eligibility to receive contracts and subcontracts resulting from the Federal Agreement which funds this contract. The state shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the State and subrecipient contract files, and shall be subject to audit by the grantor and Federal/State audit agencies.

Buy American Act.

The state covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

Uniform Relocation Assistance and real Property Acquisition Policies.

Initials: MS
Date: 02/10/2021

The state covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

Copeland "Anti-Kickback" Act.

The state covenants and agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Contract Work Hours and Safety Standards Act.

The state covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Public Law 115-232)

The grantee covenants and agrees that it will not use "covered telecommunications equipment or services," as that term is defined in Section 889 of the NDAA for FY 2019, as a substantial or essential component of any system or as critical technology as part of any system involved in the grantee's performance of this contract. The grantee further covenants and agrees that it will neither contract, nor permit to be contracted or subcontracted any part of its performance under this contract to any entity that uses such covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system.

Initials: Mc
Date: 02/10/2021

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES
Electronic Security System (ESS) Management, Installation, Operation and Maintenance (MIO&M) – State Military Reservation

EXHIBIT B, P37 AGREEMENT
THE SERVICES

1. The Contractor shall provide ESS MIO&M support as outlined/specified in Section 404, para b. ESS maintenance and monitoring services, in support of Army Regulations (AR) 190-11, 190-13, 190-51, located at facilities listed on the current Facilities Inventory and Stationing Plan (FISP). Those facility locations include but are not limited to: Readiness Centers, Army Aviation Support Facilities (AASF), Joint Forces Headquarters (JFHQ), Armed Forces Reserve Centers (AFRC), Combined Support Maintenance Shops (CSMS), Maneuver Area Training Equipment Site (MATES), Unit Training Equipment Site (UTES), Ammunition Supply Point (ASP), Facility Maintenance Shop (FMS), Organizational Maintenance Shop (OMS), United States Property Fiscal Office Warehouse (USPFOWH), Controlled-Humidity Project (CHP), Civil Support Team (CST), and other FISP facilities as approved by the ARNG-IES ESS Program Manager for the exclusive support of federal system requirements.

2. The Contractor may contract for said services, provided the required and appropriate paragraphs and clauses are included as prescribed in Articles VIII and IX of the MCA and that the performance specifications listed below are met. ESS MIO&M Activities shall include, but not limited to actions by the Contractor, through employment by the Contractor, of sufficient personnel, acquisition of supplies or services.

3. Provide ESS MIO&M for designated facilities (with identified mission essential vulnerable areas (MEVA's) and current risk assessments as per AR 190-11 and equipment according to Army Regulations (AR) 190- 11, 190-13, 190-51, and ARNG-IES ESS criteria, standards, and metrics.

4. Provide monitoring of ESS equipment at a monitoring facility that is in compliance with UL 827 and UL 2050 as prescribed by the Unified Facilities Guide Specification, Division 28, Section 28 16 00.00 20, dated April 2006, and initiate action necessary to obtain appropriate response timing.

Performance Specifications:

1. The Contractor shall furnish services to include the management, installation, operation and maintenance of Electronic Security Systems equipment at designated facilities identified above (Section 404-a).

Initials: MZ
Date: 02/10/2021

2. The Contractor ESS maintenance personnel shall respond within twenty-four (24) hours of notification of system failure as required by AR190-11.

3. The Contractor shall perform preventive maintenance checks and services on each system no less than semi-annually (every 6-months) as required by AR190-11 for arms, ammunition, and explosives (AA&E) storage areas and as per manufacturer's recommendation for all other supported ESS equipment in use.

4. The Contractor shall perform semi-annual inspections, of all aspects of Electronic Security Systems installation, operation and maintenance, as recommend by the ARNG-IES ESS Program Manager. Involved organizations/activities include various governmental agencies (federal, state and local); security equipment manufacturers and suppliers, alarm companies, monitoring agencies, and telephone companies.

5. The Contractor shall perform support operations to facilitate and assist with the on-going Statewide Vault Upgrade project. This project will involve an orderly suspension of IDS equipment while other vendors reinforce walls and replace vault doors, then restarting and fully testing the Elk M1 Gold IDS panels before other vendors depart. This may require extensive trouble shooting and coordinated field work. Participation in the project planning process will be required.

6. ARNG-IES ESS Program Equipment Metrics (Page 1)

Initials: _____
Date: 02/10/2021

ARNG-IES ESS PROGRAM EQUIPMENT METRICS
5/4/2015

		RC-SINGLE*	RC-MULTI*	AASF/AVCRAD	JFHQ	MAINT FAC LARGE
CIDS-AASF PRIMARY	SCP	1	1	1	1	1
	EMS	5	5	5	5	5
	VOLUMETRIC	3	3	3	3	3
	PERIMETER	2	2	2	2	2
	CELL BACKUP	1	1	1	1	1
CIDS-AASF SECONDARY	SCP	0	0	0	0	0
	EMS	0	5	5	5	5
	VOLUMETRIC	0	3	3	3	3
	PERIMETER	0	2	2	2	2
	CELL BACKUP	0	0	0	0	0
CIDS-OTHER PRIMARY	SCP	1	1	1	0	1
	EMS	2	2	4	0	6
	VOLUMETRIC	2	2	4	0	6
	CELL BACKUP	0	0	0	0	0
CIDS-OTHER SECONDARY	SCP	0	0	0	0	0
	EMS	2	2	2	2	2
	VOLUMETRIC	2	2	1	1	1
	CELL BACKUP	0	0	0	0	0
ACCESS CONTROL	DOORS (RCP)	0	0	2	2	1
	CARD READERS	0	0	6	6	6
INTERCOM	MASTER	1	1	2	2	2
	REMOTE	1	1	2	2	2
CCTV	CAMERAS	0	0	15	12	12
	MONITORS	0	0	2	2	2
	DVR/NVR	0	0	1	1	1
ALARMS CC	SEC CONTROL CNTR	0	0	1	1	1

* AASF will utilize a 4:1 vault to control panel ratio
** ASP's - Two panels will be provided at multi storage areas

7. ARNG-IES ESS Program Equipment Metrics (Page 2)

Initials: MS
Date: 02/10/2021

ARNG-ILLE SS PROGRAM EQUIPMENT METRICS

5/4/2015

		MAINT FAC SMALL	CST	RTI	ASP*	USPFO
CIDS-AA&E PRIMARY	ICP	1	1	1	1	1
	BMS	6	5	5	6	5
	VOLUMETRIC	3	3	3	4	3
	PERIMETER	2	2	2	4	2
	CELL BACKUP	1	1	1	1	1
CIDS-AA&E SECONDARY	ICP	0	0	0	1	0
	BMS	5	5	5	2	5
	VOLUMETRIC	3	3	3	1	3
	PERIMETER	2	2	2	1	2
	CELL BACKUP	0	0	0	1	0
CIDS-OTHER PRIMARY	ICP	1	1	1	0	1
	BMS	6	4	4	2	6
	VOLUMETRIC	6	6	6	1	3
	CELL BACKUP	0	0	0	0	0
CIDS-OTHER SECONDARY	ICP	0	0	0	0	0
	BMS	2	2	2	0	2
	VOLUMETRIC	1	1	1	0	1
	CELL BACKUP	0	0	0	0	0
ACCESS CONTROL	DOORS (ACP)	0	1	1	0	1
	CARD READERS	0	6	6	0	6
INTERCOM	MASTER	2	1	2	0	3
	REMOTE	2	1	2	0	3
CCTV	CAMERAS	0	6	6	6	6
	MONITORS	0	2	2	2	2
	DVR/DAR	0	1	1	1	1
ALARM SCC	SEC CNTRL CNTR	0	0	0	0	0

* RC AA&E will utilize a 4-1 vault to control panel ratio

= ASP's - Two panels will be provided at small storage areas.

Initials: MS

Date: 02/10/2021

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

Electronic Security System (ESS) Management, Installation, Operation and Maintenance (MIO&M) – State Military Reservation

EXHIBIT C:
THE CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF PAYMENT

SUBJECT: Integrated Security Solutions, Inc. response for New Hampshire ARNG ESS Technician

The Contract Price

The Department of Military Affairs and Veterans Services will pay the contractor a maximum total of $27,471.01. This amount shall not be exceeded without issuance of an amendment to this agreement and approval by the Governor and Executive Council of the State of New Hampshire.

Method of Payment

Payment will be made within 30 days after receipt of a proper invoice. Payment shall be made by mailing a bank draft or electronic funds transfer as established by submitting or updating an Alternate W-9 Form to the State of New Hampshire.

Invoices will be submitted by the Contractor to:

Department of Military Affairs and Veterans Services
Business Office (Attn: Accounting)
4 Pembroke Road, Bldg. C
Concord, NH 03301-5607.

Terms of Payment

The Department of Military Affairs and Veterans Services will pay the contractor one lump sum payment of $27,471.01 after the work performed is accepted as complete by the Department.

Initials: ME
Date: 02/10/2021

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 INTEGRATED SECURITY SOLUTIONS, INC. is a Montana Profit Corporation registered to transact business in New Hampshire on August 17, 2020. 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: **849054**
Certificate Number: **0005266833**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of February A.D. 2021.

William M. Gardner
Secretary of State

State of New Hampshire
Department of State
2021 ANNUAL REPORT

Filed
Date Filed: 1/28/2021
Effective Date: 1/28/2021
Business ID: 849054
William M. Gardner
Secretary of State

BUSINESS NAME:	**INTEGRATED SECURITY SOLUTIONS, INC.**
BUSINESS TYPE:	**Foreign Profit Corporation**
BUSINESS ID:	**849054**
STATE OF INCORPORATION:	**Montana**

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
108 Cooperative Way Kalispell, MT, 59901, USA	**108 Cooperative Way Kalispell, MT, 59901, USA**

REGISTERED AGENT AND OFFICE	
REGISTERED AGENT:	**0 $49 A Year New Hampshire Registered Agent LLC (710234)**
REGISTERED AGENT OFFICE ADDRESS:	**159 Main Street, Ste 100 Nashua, NH, 03060, USA**

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
Administrative and Support and Waste Management and Remediation Services	**Security Systems Services (except Locksmiths)**

OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Marquis Laude	**108 Cooperative Way, Kalispell, MT, 59901, USA**	**President**
State of organization does not require Directors		

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Title: **President**
Signature: **Marquis Laude**
Name of Signer: **Marquis Laude**

I, Marquis L. Laude, **hereby certify** that I am duly elected Clerk/Secretary/Officer of
(Name)
Integrated Security Solutions, Inc. . I hereby certify the following is a true copy of the
(Name of Corporation)

current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or

Articles of Incorporation authorize the following officers or positions to bind the

Corporation for contractual obligations, President .
(list officer titles or position)

I further certify that the following individuals currently hold the office or positions

authorized: Marquis L. Laude President .
(list individuals holding positions authorized)

I further certify that it is understood that the State of New Hampshire will rely on this

certificate as evidence that the person listed above currently occupies the position indicated

and that they have full authority to bind the corporation. This authority **shall remain valid**

for thirty (30) days from the date of this certificate.

DATED: 02/10/2021

ATTEST: Marquis L. Laude President
(Name & Title)

COPY

INTEGRATED SECURITY SOLUTIONS, INC.
RESOLUTION

WHEREAS, Director Patricia Sue Laude has submitted written notice of her intent to resign from her positions with Integrated Security Solutions, Inc. ("ISS" or the "Company");

WHEREAS, the Board of Directors has convened and considered Ms. Laude's request.

WHEREAS, Patricia Sue Laude is also transferring her shares of stock in ISS, and has offered the first right of refusal to the Company.

RESOLVED, that Patricia Sue Laude's resignation is accepted and that she shall no longer hold any position with ISS.

RESOLVED, that the Company's By-Laws are amended to reflect these changes as appropriate.

RESOLVED, that the Company's Articles of Incorporation shall be amended to reflect these changes, and that the total number of directors of ISS shall be reduced from two to one, pending approval by a majority shareholder vote. All necessary documents to execute these changes shall be filed with the Montana Secretary of State.

RESOLVED, that Patricia Sue Laude's offer to transfer shares back to the Company is declined, and the Company approves the transfer of said shares to Marquis L. Laude.

Dated this 28th day of November, 2011.

Certified by: Patricia Sue Laude
Secretary of ISS

COPY

RESIGNATION OF PATRICIA SUE LAUDE

I, Patricia Sue Laude, on this 28th day of November, 2011, do hereby resign my positions as director and officer of Integrated Security Solutions, Inc. I intend this resignation to be effective immediately.

Patricia Sue Laude

Patricia Sue Laude

COPY

STOCK TRANSFER AGREEMENT

This Stock Transfer Agreement is entered into on this 28th day of November, 2011 by Patricia Sue Laude ("Patty"), an individual and shareholder of Integrated Security Solutions, Inc. ("ISS"), and Marquis L. Laude ("Marq"), an individual and director of ISS.

WHEREAS, Patty is the holder of 25,500 shares of common stock in ISS without par value;

WHEREAS, Patty desires to transfer her shares to Marq, and Marq desires to receive those shares from Patty; and

WHEREAS, this transfer is performed in accordance with the ISS By-Laws, the laws of the State of Montana, and the ISS Board of Directors have approved this transaction.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Stock Transfer Agreement, Patty and Marq hereby agree as follows:

1. Incorporation. The recitals set forth above constitute an integral part of this Agreement, and are incorporated herein by this reference with the same force and effect as if set forth herein as agreement of the parties.

2. Transfer. Patty hereby agrees to transfer 25,500 shares of common stock in ISS (the "Stock") to Marq. Patty hereby acknowledges the receipt and sufficiency of good and valuable consideration in exchange for the transfer of said Stock.

3. Time for Transfer. Within ten (10) days of the execution of this Agreement, Patty shall deliver to Marq the Stock, and the transfer contemplated herein shall be reflected on the same.

4. Laude Representations. Patty represents and warrants that the Stock referenced herein and transferred pursuant to paragraph 2 of this Agreement constitutes her entire right, title, and interest in ISS. Patty further represents and warrants that she is the lawful owner of the Stock, that the Stock is duly authorized, validly issued and outstanding, fully paid and non-assessable, and issued without preemptive rights of any person, and that the Stock is free and clear of any and all claims, liens, pledges, options, prior assignments, encumbrances, or other rights of third parties.

5. Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, agents, successors and assigns.

6. Other Documents. The parties agree to execute such other documents as may be required to fully and completely perform this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Patricia Sue Laude

Marquis L. Laude

ARTICLES OF INCORPORATIONS

OF

INTEGRATED SECURITY SOLUTIONS, INC.

Pursuant to the Montana Business Corporations Act, the undersigned adopts the following Articles of Incorporation:

1. **Name.** The name of the corporations is: **INTEGRATED SECURITY SOLUTIONS, INC.**

2. **Capital Stock.** The corporation shall have the authority to issue 50,000 shares of one class of common stock with no par value.

3. **Registered Office and Agent.** The address of the current registered office of the corporation is 860 N. Meridian Rd, #A-7, Kalispell Montana 59901. The name of the current registered agent of the corporation is Patricia S. Laude.

4. **Board of Directors.** The number of directors constituting the initial board of directors is two. The names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders, and until their successors are elected and qualified, are:

Name	Address
Patricia S. Laude	860 N Meridian Rd, #A-7, Kalispell, MT 59901
Marquis L. Laude	860 N Meridian Rd, #A-7, Kalispell, MT 59901

5. **Limitation of Director's Liability.** Pursuant to Section 35-1-216(2)(d), MCA, a director of the corporation shall not be liable to the corporation or the shareholders of the corporation for money damages for any actions taken or any failure to take any action, as a director, except liability for:

(a) the amount of financial benefit received by a director to which the director is not entitled;

(b) an intentional infliction of harm on the corporation or the shareholders;

(c) an unlawful distribution as described in Section 35-1-713, MCA; or

(d) an intentional violation of criminal law.

6. **Incorporator.** The name and address of the incorporator is:

Name	Address
Marquis L. Laude	1115 McMannamy Draw, Kalispell, MT 59901

DATED this 3rd day of February, 2005.

Marquis L. Laude, Incorporator

CONSENT

The undersigned hereby accepts the appointment as registered agent of Integrated Security Solutions, Inc., a Montana corporation.

DATED: February 3rd, 2005.

Patricia S. Laude, Registered Agent

Patricia S. Laude and Marquis L. Laude hereby give their consent to use the name Integrated Security Solutions, Inc.

ARTICLES OF INCORPORATION

OF

INTEGRATED SECURITY SOLUTIONS, INC.

Pursuant to the Montana Business Corporation Act, the undersigned adopts the following Articles of Incorporation:

1. **Name**. The name of the corporation is: **INTEGRATED SECURITY SOLUTIONS, INC.**

2. **Capital Stock**. The corporation shall have the authority to issue 50,000 shares of one class of common stock with no par value.

3. **Registered Office and Agent**. The address of the initial registered office of the corporation is 3 Meridian Court, Kalispell, Montana 59901. The name of the initial registered agent of the corporation is Jesse S. Wall, Jr.

4. **Board of Directors**. The number of directors constituting the initial board of directors is two. The names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders, and until their successors are elected and qualified, are:

Name	Address
Patricia S. Laude	P.O. Box 4841, Whitefish, MT 59937
Marquis L. Laude	P.O. Box 4841, Whitefish, MT 59937

5. **Limitation of Directors' Liability**. Pursuant to Section 35-1-216(2)(d), MCA, a director of the corporation shall not be liable to the corporation or the shareholders of the corporation for money damages for any actions taken or any failure to take any action, as a director, except liability for:

   (a) the amount of a financial benefit received by a director to which the director is not entitled;

   (b) an intentional infliction of harm on the corporation or the shareholders;

   (c) an unlawful distribution as described in Section 35-1-713, MCA; or

   (d) an intentional violation of criminal law.

6. **Incorporator**. The name and address of the incorporator is:

Name	Address
Marquis L. Laude	734 9th Street West #9, Columbia Falls, MT 59912

DATED this 23rd day of January, 2004.

Marquis L. Laude, Incorporator

CONSENT

The undersigned hereby accepts the appointment as registered agent of Integrated Security Solutions, Inc., a Montana corporation.

DATED: January 23rd, 2004.

Jesse S. Wall, Jr., Registered Agent

Patricia S. Laude and Marquis L. Laude hereby give their consent to use the name Integrated Security Solutions, Inc.

INTESEC-02 CVAIL

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/9/2021

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).

PRODUCER
Kalispell Office
PayneWest Insurance, Inc.
165 Timberwolf Parkway
Kalispell, MT 59901

CONTACT NAME:
PHONE (A/C, No, Ext): (406) 758-4200 FAX (A/C, No): (406) 755-1189
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Integrated Security Solutions, Inc.
108 Cooperative Way
Kalispell, MT 59901

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		35878293 WUC	11/25/2020	11/25/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			(20)73550025	11/25/2020	11/25/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			7984-81-48	11/25/2020	11/25/2021	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		(21)71750573	1/1/2021	1/1/2022	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Crime - 3rd Party			82598360	7/1/2020	7/1/2021	Employee Theft	500,000
A	Errors & Omissions			35878293 WUC	11/25/2020	11/25/2021	Prof Liability	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of liability and workers compensation coverages

CERTIFICATE HOLDER

State of New Hampshire; Dept of Military Affairs and Veterans Services; Business Administration, State Military Reservation; 4 Pembroke Road
Concord, NH 03301-5652

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
Cathy Vail

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SAM.GOV

A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov. Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 03/13/2021 from 8:00 AM to 1:00 PM.

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

Integrated Security Solutions, Inc.
DUNS: 044574767 CAGE Code: 3Q1Y3
Status: Active
Expiration Date: 02/02/2022
Purpose of Registration: All Awards

108 Cooperative Way
Kalispell, MT, 59901-2386,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: Integrated Security Solutions, Inc.
Business Type: Business or Organization
Last Updated By: Sally Burns
Registration Status: Active
Activation Date: 02/07/2021
Expiration Date: 02/02/2022

Exclusion Summary

Active Exclusion Records? No

Debarment
Integrated Security
Solutions, Inc.

GSA

IBM-P-20210209-1148
WWW2

Search Records
Data Access
Check Status
About
Help

Disclaimers
Accessibility
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CONCORD, NH 03301-5607

NGNH-FMO-ESS

04 February 2021

MEMORANDUM FOR RECORD

SUBJECT: Electronic Surveillance and Security (ESS) Sole Source Integrated Security Solutions (ISS) Services

1. National Guard Bureau (NGB) has acknowledged that the individual states face a complex, intelligent, adaptable enemy which takes many forms from international terrorist groups to local criminal gang activity. In light of these threats NGB has implemented a robust ESS program. NGB has developed a standardized equipment list and manages a training and certification program for approved systems.

2. Integrated Security Solutions is the only vendor with NGB certified staff that retains the requisite to operate and maintain the mandated systems.

3. The point of contact for this memorandum the undersigned at (603) 715-3551 or logan.t.kenney.mil@mail.mil.

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