



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 100
Concord, New Hampshire 03301
Office@das.nh.gov

165

MAC

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

April 29, 2024

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **sole source** contract with Platt Enterprises Inc., d/b/a/ Signal of Concord, Groveton, NH, (VC# 469121), for security services at the former Laconia State School in Laconia for a not to exceed price of \$40,866.00. The term of the contract shall begin on May 17, 2024, or upon approval of the Governor and Executive Council whichever is later, through November 16, 2024. **100% General Funds.**

Funding is available in account titled Administrative Services, Division of Plant and Property as follows:

	<u>FY 2024</u>	<u>FY 2025</u>
01-14-14-141510-21380000- Lakes Region Facility		
048-500226-Contract Maint Build-Grn	\$10,069.50	\$30,796.50

EXPLANATION

In accordance with RSA 21-I: 12, II, the Department of Administrative Services (DAS), Division of Plant and Property Management is responsible to "provide for the general maintenance of state-owned buildings and grounds, except as otherwise provided by law." DAS maintains approximately 91 state owned facilities located throughout the State.

The Department of Corrections consolidated their operations and closed the correctional facility in Laconia on June 30, 2009. The former Laconia Correctional facility was located on State property that formerly housed the Laconia State School. The property consists of approximately 200 acres, 6.5 miles of roads and over 30 buildings. During the committee of conference in late June of 2009, the Legislature transferred maintenance responsibilities for the campus from the Department of Corrections to the Department of Administrative Services.

Governor and Council approved a six-month contract with Platt Enterprises Inc., on November 8, 2023, item #154, to conduct security patrols to protect the property and state-owned facilities from vandalism and theft. The original contract had a provision to extend for a term of six months. This request is **sole source**, because negotiations to purchase the property were not successful and we were not able to submit a request to extend the contract to Governor and Council before it expired on May 7, 2024. DAS is requesting approval to enter into a **sole source** contract with the current vendor to continue to provide security services for an additional term of six months at the same terms and conditions as the original contract. Bids were solicited for the original contract from thirty-two (32) security companies that provide this type of service. Four bids were received. Attached is a copy of the bid results.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

Security Services Lakes Region Facility

RFB Adm Svs 2024-01

September 26, 2023 @ 1:30 PM

Granite Security Services LLC				Total Estimate Amount in Dollars	
	Fully Loaded Hourly Rate				
Description	Hours	Rate	Total		
November	138	\$46.00	\$6,348.00		
December	186	\$46.00	\$8,556.00		
January	186	\$46.00	\$8,556.00		
February	174	\$46.00	\$8,004.00		
March	186	\$46.00	\$8,556.00		
April	180	\$46.00	\$8,280.00		
May	42	\$46.00	\$1,932.00		
10 Additional Patrols	20	\$46.00	\$920.00		
Total Basis of Award					\$51,152.00

Signal of Concord				Total Estimate Amount in Dollars	
	Fully Loaded Hourly Rate				
Description	Hours	Rate	Total		
November	138	\$36.75	\$5,071.50		
December	186	\$36.75	\$6,835.50		
January	186	\$36.75	\$6,835.50		
February	174	\$36.75	\$6,394.50		
March	186	\$36.75	\$6,835.50		
April	180	\$36.75	\$6,615.00		
May	42	\$36.75	\$1,543.50		
10 Additional Patrols	20	\$36.75	\$735.00		
Total Basis of Award					\$40,866.00

ACT Protective Services, LLC				Total Estimate Amount in Dollars	
	Fully Loaded Hourly Rate				
Description	Hours	Rate	Total		
November	138	\$88.24	\$12,177.12		
December	186	\$88.24	\$16,412.64		
January	186	\$88.24	\$16,412.64		
February	174	\$88.24	\$15,353.76		
March	186	\$88.24	\$16,412.64		
April	180	\$88.24	\$15,883.20		
May	42	\$88.24	\$3,706.08		
10 Additional Patrols	20	\$88.24	\$1,764.80		
Total Basis of Award					\$98,122.88

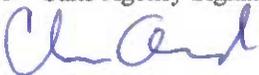
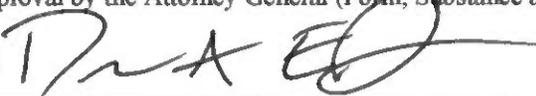
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Administrative Services		1.2 State Agency Address 25 Capitol Street, Room 100 Concord, NH 03301	
1.3 Contractor Name PLAT Enterprises Inc. dBA / Signal of Concord		1.4 Contractor Address 41 BROADWAY ST GROUETON, NH 03582	
1.5 Contractor Phone Number 603.631.4970	1.6 Account Unit and Class 010-014-014-141510-21380000-048-500226	1.7 Completion Date November 16, 2024	1.8 Price Limitation \$40,866.00
1.9 Contracting Officer for State Agency Donald Perrin		1.10 State Agency Telephone Number (603) 271-7774 (603) 688-5159 (cell)	
1.11 Contractor Signature  Date: 4/28/24		1.12 Name and Title of Contractor Signatory OWNER + CEO	
1.13 State Agency Signature  Date: 4/30/24		1.14 Name and Title of State Agency Signatory	
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:  On: 5/1/24			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials MEP
Date 4/28/24

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

Contractor Initials MEP
Date 4/28/24

EXHIBIT "A"

SPECIAL PROVISIONS

1. No Special Provisions.

EXHIBIT "B"

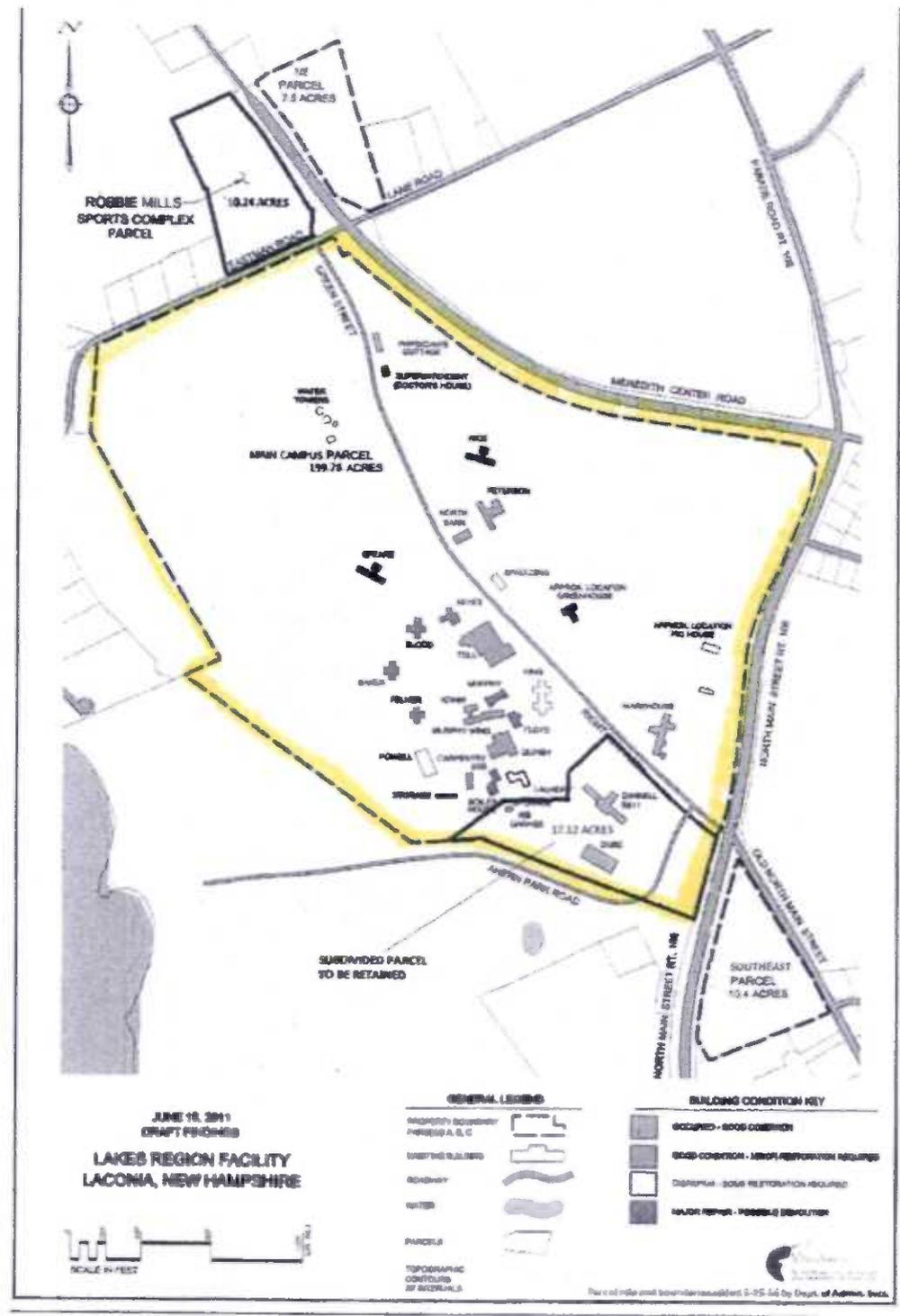
SCOPE OF SERVICES

1. The Contractor shall provide "Security Services" to land and buildings at the Lakes Region Facility formerly known as the Laconia State School located at 1 Right Way Path, Laconia, NH. The property consists of approximately 200 acres with approximately 30 buildings. See Appendix-1.
2. The term "Security Services" as used above shall include providing all necessary supervision, labor, materials, transportation, tools, communication devices, equipment, and machinery necessary to satisfactorily complete the Security Services as described herein.
3. "Security Services" shall include the following at a minimum:
 - a. The Contractor shall complete security patrols through the Lakes Region Property, 3 times per day, seven days per week at random times of the day and night, each day.
 - b. Each security patrol shall be approximately 2 hours in duration. The security patrols shall be conducted by uniformed personnel and include walk abouts, window and door checking and mobile checks in fully marked mobile patrol vehicles.
 - c. Any modifications to the security patrol duration and or frequency must be approved in advance by the State Project Manager.
 - d. Security personnel shall be on the lookout for any criminal activity in progress or evidence of vandalism or building break ins.
 - e. The Contractor shall notify the State if they discover any building security issues that need to be addressed by the State. In addition, if the Contractor discovers any suspicious and or potential criminal activity during their security patrols, they shall contact the Laconia Police Department. The Contractor shall cooperate and assist the State and Laconia Police Department and or State Police with any security related incidents that they have knowledge of.
 - f. The Contractor shall provide reports on a weekly basis to the State detailing the date, time and description of the security patrols including any security issues that were encountered during the respective security patrols of the Lakes Region Property
4. The term of this contract shall be from May 17, 2024, or upon approval of the Governor and Executive Council, whichever is later, through November 16, 2024.

5. The State reserves the right to terminate the Contract at any time by giving the Contractor a thirty (30) day written notice.
6. The use of any subcontractors must be approved in advance by the State Project Manager.
7. The Contractor shall provide adequate supervision of its' employees to ensure complete and satisfactory performance of all services in accordance with the terms of the contract.
8. The Contractor shall be responsible for the acts and omissions of their employees, subcontractors and their agents and employees and other personnel performing any of the Security Services under this Contract.
9. The work staff consist of qualified persons complete familiar with security services. The Contracting Officer may require the Contractor to dismiss from work such employees as deemed incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment providing security services is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
10. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
11. While on State property, employees shall be subject to the control of the State, but under no circumstance shall such persons be deemed to be employees of the State.
12. All Contractor correspondence and submittals shall be sent to:

Donald Perrin
State of New Hampshire
Department of Administrative Services
25 Capitol Street, Room 408
Concord, NH 03301

Direct Contact Information:
Office: (603) 271-7774
Cell: (603) 688-5159
Email: Donald.M.Perrin@das.nh.gov



MR
4/28/04

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that PLATT ENTERPRISES, INC is a New Hampshire Profit Corporation registered to transact business in New Hampshire on April 16, 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: 840378

Certificate Number: 0006673537



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", written over a circular embossed mark.

David M. Scanlan
Secretary of State

PLATT ENTERPRISES INC

41 Brooklyn Street
Groveton, NH 03582
mplatt@teamsignal.com

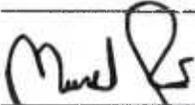
Tel. No.: (603) 451-1000
Mobile: (603) 631-4970

**From the desk of
Marcel E Platt, Chief Executive Officer**

I, Marcel E Platt, hereby certify that I am the sole owner, Chief Executive Officer and Director of Platt Enterprises Inc.

I certify that I am authorized to bind the corporation. 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 and that this authorization shall remain valid for thirty (30) days.

Dated: 4/28/2024

Attest: 
Marcel E. Platt

**Marcel E Platt
Chief Executive Officer**



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

154 mll

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

October 5, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Platt Enterprises Inc., d/b/a/ Signal of Concord, Groveton, NH, (VC# 469121), for a total price not to exceed \$40,866.00 for security services at the former Laconia State School property. The term of the contract shall begin on November 8, 2023, or upon approval of the Governor and Executive Council whichever is later, through May 7, 2024. 100% General Funds.

Funding is available in account titled Administrative Services, Division of Plant and Property as follows:

01-14-14-141510-21380000- Lakes Region Facility	<u>FY 2024</u>
048-500226-Contract Maint Build-Grm	\$40,866.00

EXPLANATION

In accordance with RSA 21-I: 12, II, the Department of Administrative Services (DAS), Division of Plant and Property Management is responsible to "provide for the general maintenance of state-owned buildings and grounds, except as otherwise provided by law." DAS maintains approximately 91 state owned facilities located throughout the State.

The Department of Corrections consolidated their operations and closed the correctional facility in Laconia on June 30, 2009. The former Laconia Correctional Facility was located on state property that formerly housed the Laconia State School. The property consists of approximately 200 acres, 6.5 miles of roads and over 30 buildings. During the committee of conference in late June of 2009, the Legislature transferred maintenance responsibilities for the campus from the Department of Corrections to the Department of Administrative Services.

DAS has entered into a purchase and sale agreement, and we are in the final stages of negotiations to sell the property. While we are finalizing the negotiations to sell the property, we are requesting assistance from a security services contractor to conduct security patrols to protect the property and state-owned facilities from vandalism and or theft.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
October 5, 2023
Page 2 of 2

Bids were solicited from thirty-two (32) security companies that provide this type of service. Four bids were received. Attached is a copy of the bid results.

Respectfully submitted,



Charles M. Arlinghaus,
Commissioner

Security Services Lakes Region Facility

RFB Adm Svs 2024-01

September 26, 2023 @ 1:30 PM

Granite Security Services LLC				Total Estimate Amount in Dollars
Fully Loaded Hourly Rate				
Description	Hours	Rate	Total	
November	138	\$46.00	\$6,348.00	
December	186	\$46.00	\$8,556.00	
January	186	\$46.00	\$8,556.00	
February	174	\$46.00	\$8,004.00	
March	186	\$46.00	\$8,556.00	
April	180	\$46.00	\$8,280.00	
May	42	\$46.00	\$1,932.00	
10 Additional Patrols	20	\$46.00	\$920.00	
Total Basis of Award				\$51,152.00

Signal of Concord				Total Estimate Amount in Dollars
Fully Loaded Hourly Rate				
Description	Hours	Rate	Total	
November	138	\$36.75	\$5,071.50	
December	186	\$36.75	\$6,835.50	
January	186	\$36.75	\$6,835.50	
February	174	\$36.75	\$6,394.50	
March	186	\$36.75	\$6,835.50	
April	180	\$36.75	\$6,615.00	
May	42	\$36.75	\$1,543.50	
10 Additional Patrols	20	\$36.75	\$735.00	
Total Basis of Award				\$40,866.00

ACT Protective Services, LLC				Total Estimate Amount in Dollars
Fully Loaded Hourly Rate				
Description	Hours	Rate	Total	
November	138	\$88.24	\$12,177.12	
December	186	\$88.24	\$16,412.64	
January	186	\$88.24	\$16,412.64	
February	174	\$88.24	\$15,353.76	
March	186	\$88.24	\$16,412.64	
April	180	\$88.24	\$15,883.20	
May	42	\$88.24	\$3,706.08	
10 Additional Patrols	20	\$88.24	\$1,764.80	
Total Basis of Award				\$98,122.88

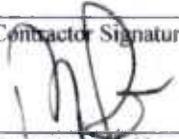
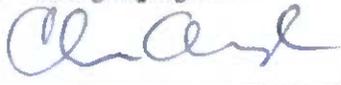
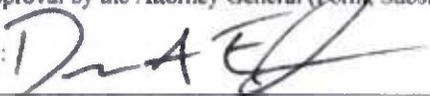
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street, Room 120 Concord, NH 03301	
1.3 Contractor Name Platt Enterprises Inc.		1.4 Contractor Address 41 Brooklyn Street Groveton, NH 03582	
1.5 Contractor Phone Number 603.631.4970	1.6 Account Unit and Class 010-014-014-141510-21380000-048-500226	1.7 Completion Date May 7, 2024	1.8 Price Limitation \$40,866.00
1.9 Contracting Officer for State Agency Donald Perrin		1.10 State Agency Telephone Number (603) 271-7774 (603) 688-5159 (cell)	
1.11 Contractor Signature  Date: 10/5/2023		1.12 Name and Title of Contractor Signatory Marcel E Platt, Chief Executive Officer	
1.13 State Agency Signature  Date: 10/12/23		1.14 Name and Title of State Agency Signatory	
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:  On: 10/16/23			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

83M
10/2/03

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

SM
2006/12/01

Contractor Initials *MEP*
Date *10/2/2003*

EXHIBIT "A"

SPECIAL PROVISIONS

1. No Special Provisions.

EXHIBIT "B"

SCOPE OF SERVICES

1. The Contractor shall provide "Security Services" to land and buildings at the Lakes Region Facility formerly known as the Laconia State School located at 1 Right Way Path, Laconia, NH. The property consists of approximately 200 acres with approximately 30 buildings. See Appendix-1.
2. The term "Security Services" as used above shall include providing all necessary supervision, labor, materials, transportation, tools, communication devices, equipment, and machinery necessary to satisfactorily complete the Security Services as described herein.
3. "Security Services" shall include the following at a minimum:
 - a. The Contractor shall complete security patrols through the Lakes Region Property, 3 times per day, seven days per week at random times of the day and night, each day.
 - b. Each security patrol shall be approximately 2 hours in duration. The security patrols shall be conducted by uniformed personnel and include walkabouts, window and door checking and mobile checks in fully marked mobile patrol vehicles.
 - c. Any modifications to the security patrol duration and or frequency must be approved in advance by the State Project Manager.
 - d. Security personnel shall be on the lookout for any criminal activity in progress or evidence of vandalism or building break ins.
 - e. The Contractor shall notify the State if they discover any building security issues that need to be addressed by the State. In addition, if the Contractor discovers any suspicious and or potential criminal activity during their security patrols, they shall contact the Laconia Police Department. The Contractor shall cooperate and assist the State and Laconia Police Department and or State Police with any security related incidents that they have knowledge of.
 - f. The Contractor shall provide reports on a weekly basis to the State detailing the date, time and description of the security patrols including any security issues that were encountered during the respective security patrols of the Lakes Region Property
4. The term of this contract shall be from November 8, 2023, or upon approval of the Governor and Executive Council, whichever is later, through May 7, 2024. The Contract may be extended for one additional 6—month term, at terms and conditions acceptable to both parties. Any such extension shall be subject to approval by Governor and Executive Council.

5. The State reserves the right to terminate the Contract at any time by giving the Contractor a thirty (30) day written notice.
6. The use of any subcontractors must be approved in advance by the State Project Manager.
7. The Contractor shall provide adequate supervision of its' employees to ensure complete and satisfactory performance of all services in accordance with the terms of the contract.
8. The Contractor shall be responsible for the acts and omissions of their employees, subcontractors and their agents and employees and other personnel performing any of the Security Services under this Contract.
9. The work staff consist of qualified persons complete familiar with security services. The Contracting Officer may require the Contractor to dismiss from work such employees as deemed incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment providing security services is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
10. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
11. While on State property, employees shall be subject to the control of the State, but under no circumstance shall such persons be deemed to be employees of the State.
12. All Contractor correspondence and submittals shall be sent to:

Donald Perrin
State of New Hampshire
Department of Administrative Services
25 Capitol Street, Room 408
Concord, NH 03301

Direct Contact Information:
Office: (603) 271-7774
Cell: (603) 688-5159
Email: Donald.M.Perrin@das.nh.gov

EXHIBIT "C"

PAYMENT TERMS

1. The Contractor hereby agrees to provide "Security Services" at the Lakes Region Facility for a not to exceed total of **\$40,866.00** for the period commencing on November 8, 2023, through May 7, 2024 (herein after referred to as the contract price) in return for the services described in Exhibit "B".
2. The Security Services shall be invoiced at a rate of **\$36.75** per hour. The hourly rate shall be for the actual amount of time Security Services are performed on site at the Lakes Region Facility. The hourly rate shall be a fully loaded rate and include all expenses related to providing these Security Services including but not limited to labor, supervision, patrol vehicle(s), transportation, tools, communication devices, equipment, uniforms, training, insurance, materials supplies, and machinery required to successfully complete the Security Services as described in Exhibit "B". Special charges, surcharges, processing charges, or fuel charges of any kind (by whatever name) may not be added on at any time.
3. The Contractor shall submit invoices to the State at the hourly rate stated above. Invoices shall be submitted to the State on a bi-weekly basis after completion of the Security Services. The invoices shall include detail including the date and time frame for each security patrol. Invoices shall be submitted on a bi-weekly basis to:

The Central Facilities Bureau
State of New Hampshire
Department of Administrative Services
25 Capitol Street, Room 408
Concord, NH 03301

OR to:

DAS: General Services Accounts Payable
generalservices.accounts payable@das.nh.gov

4. Payments shall be made in full within thirty (30) days after receipt of invoice and acceptance to the State's satisfaction. Payments shall be made via ACH unless otherwise specified by the State.

APPENDIX - 1



MEP
1/29/2011

Certificate of Authority # 1

(Corporation of LLC- Non-specific, open-ended)

Corporate Resolution

I, Marcel Platt, hereby certify that I am duly elected Clerk Secretary of
(Name)

Platt Enterprises Inc. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on 10
(Month)

1, 2023 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That Marcel E Platt CEO (may list more than one person) is duly authorized to
(Name and Title)

enter into contracts or agreements on behalf of Platt Enterprises Inc. with
(Name of Corporation or LLC)

the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 10/1/2023

ATTEST: Marcel Platt, Clerk
(Name and Title)

PLATT ENTERPRISES INC

41 Brooklyn Street
Groveton, NH 03582
mplatt@teamsignal.com

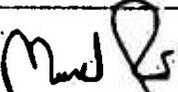
Tel. No.: (603) 451-1000
Mobile: (603) 631-4970

**From the desk of
Marcel E Platt, Chief Executive Officer**

I, Marcel E Platt, hereby certify that I am the sole owner, Chief Executive Officer and Director of Platt Enterprises Inc.

I certify that I am authorized to bind the corporation. 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 and that this authorization shall remain valid for thirty (30) days.

Dated: 10/5/2023

Attest: 
Marcel E. Platt

**Marcel E Platt
Chief Executive Officer**

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that PLATT ENTERPRISES, INC is a New Hampshire Profit Corporation registered to transact business in New Hampshire on April 16, 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: 840378

Certificate Number : 0006330535



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of October A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/04/2023

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 Aon Risk Services Central, Inc. Omaha NE Office 17807 Burke Street Suite 401 Omaha NE 68118 USA	CONTACT INFO: FAX No. Emp (402) 697-1400 FAX No. (402) 697-0017	
	INSURER(S) AFFORDING COVERAGE	
INSURED Platt Enterprises, Inc. DBA Signal of Concord 41 Brooklyn St. Grovetown NH 03582 USA	INSURER A: Lexington Insurance Company NAIC # 19437	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 570102085902 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.

LINE	TYPE OF INSURANCE	ADD. BIDS	WHI	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<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 checked="" type="checkbox"/> PER. ACT <input type="checkbox"/> LOC OTHER:			023627715 SIR applies per policy terms & conditions	04/29/2023	04/29/2024	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (Ex endorsement): \$300,000 MED EXP (Any one person): PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$5,000,000 PRODUCTS - COMP/OP AGG: \$3,000,000 Per Location Aggregate: \$3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ex endorsement) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEATH <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE <input type="checkbox"/> EA E.L. EACH ACCIDENT E.L. DISEASE SA EMPLOYEE E.L. DISEASE POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability policy. A waiver of subrogation is granted in favor of certificate Holder in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER Charles Arlinghaus State of New Hampshire, Department of Administration Services 25 Capital Street Room 120 Concord NH 03301 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED BY ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central Inc</i>





MARCPLA-01

NKING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/3/2023

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 DT Marshall LLC dba Marshall Insurance Agency 324 Main Street Berlin, NH 03570	CONTACT PHONE (A.C. No. Exp): (603) 752-2304 FAX (A.C. No.): (603) 752-2307 E-MAIL ADDRESS:	INSURER(S) AFFORDING COVERAGE MAIC # 15997
	INSURER A: MMG Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Platt Enterprises Inc 41 Brooklyn St Groveton, NH 03582		

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 INSR (R30, R33)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ/JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> MIXED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		KA14144599	9/2/2023	9/2/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Security Contractor

CERTIFICATE HOLDER State of NH Dept of Admin Services Charles Artinghaus 25 Capital St Room 120 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 <i>Nick King</i>
--	--

