



49
CSG

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. Mikolaities, Major General
The Adjutant General

Warren M. Perry
Deputy Adjutant General

Phone: 603-225-1360
Fax: 603-225-1341
TDD Access: 1-800-735-2964

May 15, 2024

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

REQUESTED ACTION

1. Authorize the Department of Military Affairs and Veterans Services to exercise a contract renewal option with Summit Fire & Security LLC (VC#479525), 100 Tourist Avenue, Clarks Summit, PA 18411, for the purpose of providing UL listed alarm monitoring services for Army National Guard (NHARNG) locations throughout the State of New Hampshire by increasing the price limitation by \$9,360.00 from \$18,705.00 to \$28,065.00 and extending the completion date from June 30, 2024 to June 30, 2025 effective upon Governor and Council approval. The original contract was approved by Governor and Council on June 15, 2021, item #76. **100% Federal Funds.**
2. Further, authorize a contingency in the amount of \$720.00 for anticipated expenses of adding future locations bringing the contract total to \$28,785.00.

Funds are available in the following account for Fiscal Year 2025, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

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

231-500731 – Contracts for Security Expenditures

	FY 2025
	<hr/> \$28,785.00

EXPLANATION

This contract is for direct support of fulfilling State obligations required under appendix 4 “Army National Guard Electronic Security Systems” of the Master Cooperative Agreement in the centralized monitoring category. Per the appendix, the Department is required to ensure all arms, ammunition, and explosives are secured by a security system that is monitored 24 hours per day/7 days per week by a UL listed central station. The selected vendor is a Department of Defense approved contractor who will ensure all monitoring requirements are met and that NH Army

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
May 15, 2024
Page 2 of 2

National Guard vaults are protected in accordance with the standards set forth in the cooperative agreement.

The Department of Military Affairs and Veterans Services solicited for these services by posting a request for bid on the State of New Hampshire Purchase and Property website on April 5, 2022. Three vendors submitted responses, two of which were considered qualified responses. Triguard Security, Inc. was the low bidder and was awarded the contract, contingent upon G&C approval. This contract is for a two-year period with the option for two, one-year renewals to be negotiated and mutually agreed upon between both parties; the Department of Military Affairs and Veterans Services and Triguard Security, Inc.

Triguard Security Inc was acquired by Summit Fire & Security LLC on 14 November 2023 by asset purchase. On the signed Bill of Sale/Assignment and Assumption document, page 4, Schedule 1: Assets, item (e), it states that Summit Fire and Security LLC assumes all contracts entered into by Triguard Security.

This contract also includes a contingency line for the purpose of the Department of Military Affairs and Veterans Services adding additional locations during the one-year extension period. Two locations are currently being constructed and are anticipated to be completed sometime during the one-year extension contract period.

Funds to support this service are provided by the Federal Government and are administered under an existing Federal-State Agreement. Under the Agreement, the State of New Hampshire – Department of Military Affairs and Veterans Services provides these services, and the Federal Government reimburses the State for the costs related to the services at the rate of 100%. In the event that Federal Funds are not available for this contract, General Funds will not be used.

This contract has been approved for form, substance, and execution by the New Hampshire Department of Justice.

Respectfully submitted,



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

State of New Hampshire
Department of Military Affairs and Veterans Services
Amendment #1

This Amendment to the Central Station Requirements for monitoring of New Hampshire Army National Guard Intrusion Detection Systems (IDS) Alarm systems contract is by and between the State of New Hampshire, Department of Military Affairs and Veterans Services (“State” or “Department”) and Summit Fire & Security LLC. (“the Contractor”).

WHEREAS, pursuant to an agreement (the “Contract”) approved by the Governor and Executive Council on June 15th, 2022 (Item #76), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, version 12/11/2019, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify Form P-37 General Provisions, Block 1.7, Completion Date, to read:
 - a. 6/30/2025
2. Modify Form P-37, General Provisions, Block 1.8, Price Limitation, ADD not to exceed amount of \$10,080.00 for contract year July 1, 2024, to June 30, 2025, to read:
 - a. NTE \$28,785.00
3. Modify Exhibit A, Special Provisions by removing and replacing it in its entirety with the amended Exhibit A, Special Provisions attached hereto and incorporated by reference herein.
4. Modify Exhibit B, Scope of Services by removing and replacing it in its entirety with the amended Exhibit B, Scope of Services attached hereto and incorporated by reference herein.
5. Modify Exhibit C, The Contract Price, Method of Payment and Terms of Payment by removing and replacing it in its entirety with the amended Exhibit C, Contract Price and Terms of Payment attached hereto and incorporated by reference herein.

All terms and conditions of the contract not modified by this Amendment #1 remain in full force and effect. This Amendment shall be effective July 1, 2024, or upon the date of Governor and Executive Council approval, whichever is later.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

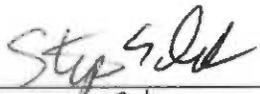
STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND
VETERANS SERVICES

4/24/24
Date


Name: Erin Zuyad
Title: Administrator

SUMMIT FIRE & SECURITY, LLC.

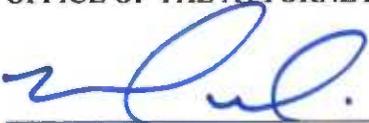
3/1/24
Date:


Name: Stephen DeWhe
Title: RVP

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/3/2024
Date:


Name: Mark W. DeHaven
Title: Asst Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date:

Name:
Title:



**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

Phone: 603-225-1360
Fax: 603-225-1341
TDD Access: 1-800-735-2964

Assignment of Contracts from Triguard Security Inc. to Summit Fire & Security LLC

CONSENT TO CONTRACT ASSIGNMENTS

The New Hampshire Department of Military Affairs and Veterans Services (hereinafter "Department"), hereby conditionally consents to Triguard Security Inc.'s assignment of the following contract listed below ("Contract") between the Department and Triguard Security Inc., 100 Tourist Avenue, Clarks Summit, PA 18411 (Vendor Code # 398596), to Summit Fire & Security LLC., 100 Tourist Avenue, Clarks Summit, PA 18411 (Vendor Code # 479525).

Contract Name	Governor and Executive Council Approval Date and Item Number
Central Station Requirements for monitoring of New Hampshire Army National Guard Intrusion Detection Systems (IDS) Alarm systems	June 15, 2022 Item #76

I, Peter Lewis, do hereby represent that I am the President of Triguard Security Inc. and acknowledge and agree Triguard Security Inc. has assigned the aforementioned Contracts to Summit Fire & Security LLC., effective November 14, 2023. I further represent and attest that I am duly authorized and empowered to fully bind Triguard Security Inc. to the representations herein and to execute this Consent to Contract Assignments.

3-13-2024
Date

Triguard Security Inc.

Printed Name:

I, Stephen DeJohn, do hereby represent that I am the Person/VP of Summit Fire & Security LLC., and agree that Triguard Security Inc., has assigned the aforementioned Contract between the Department and Triguard Security Inc. to Summit Fire & Security LLC., effective November 14, 2023, Summit Fire & Security LLC. agrees that as the assignee, it fully assumes responsibility for performance of the assigned Contract in its entirety, including but not limited to any and all obligations and liabilities, for the full term of the Contract beginning on the original effective date through the final termination date. I further represent and attest that I am duly authorized and empowered to fully bind Summit Fire & Security LLC. to the representations herein and to execute this Consent to Contract Assignments.

Summit Fire & Security LLC.

3/13/24
Date

Stephen DeJohn
Printed Name:
Stephen DeJohn

This Consent to Contract Assignments is conditioned upon Summit Fire & Security LLC., acknowledgment and agreement to assume full responsibility for performance of the entirety of the assigned Contract, including but not limited to any and all obligations and liabilities on the Contract for the full term of the Contract, beginning from the original effective date through final termination date. The Department reserves the right to pursue all contractual remedies against Triguard Security Inc. that accrued prior to the effective date of the assignment of the Contract.

Subject to the conditions contained herein, this Consent to Contract Assignments shall be effective on November 14, 2023.

By: [Signature]
DAVID J. MIKOLAITIES
Major General, NH National Guard
The Adjutant General

Date: 3/13/2024

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES**

**EXHIBIT A
SPECIAL PROVISIONS**

SUBJECT: Central Station Requirements for monitoring of New Hampshire Army National Guard Intrusion Detection Systems (IDS) Alarm systems

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 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.
4. **General Provisions** are amended as follows:
 - a. **Provision 10. PROPERTY OWNERSHIP/DISCLOSURE:** *Add* the following sub-part:

"10.2.1 All data and any Property which has been received from the State, or purchased wholly or in part with funds provided for that purpose under this Agreement shall:
 - a. Grant the Federal Government a royalty-free, nonexclusive, and irrevocable right to:
 1. Reproduce, publish, or otherwise use for federal purposes any work that is subject to copyright and that the contractor develops, or acquires ownership of, under National Guard Bureau Cooperative Agreement Awards.
 2. Authorize others to reproduce, publish, or otherwise use such work for federal purposes.

b. Grant the Federal Government the right to:

1. Obtain, reproduce, publish, or otherwise use data produced under National Guard Bureau Cooperative Agreement awards
2. Authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.
3. Include the Federal Government rights described in subparagraphs 10.2.1 a and b of this section in any subcontracts."

b. **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 amounts of not less than \$250,000.00 per person bodily injury liability, \$500,000.00 per occurrence bodily injury liability and \$50,000.00 property damage liability."

5. *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 3210.6-R) as amended, Title 2 Code of Federal Regulations (CFR) Part 200 and NGR 5-1:

ACCESS TO RECORDS

The contractor shall grant access to any books, documents, papers, and records that are directly pertinent to this contract, to enable and support audits, examinations, excerpts, and transcriptions to the following entities and their duly authorized representatives:

- (1) The State of New Hampshire
- (2) The Federal Awarding Agency to include the Inspector General
- (3) The Comptroller General of the United States

RECORDS RETENTION

Between the Effective Date and three (3) years after the Completion Date, as often as the State, DMAVS 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 but are not limited to invoices, payrolls, records of personnel, and other information relating to all matters covered in this agreement.

NONDISCRIMINATION

The contractor covenants and agrees that no person shall be subject to discrimination or denied benefits in connection with the contractor's performance under this agreement. Accordingly, and to the extent applicable, the contractor 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.

WAGE RATE REQUIREMENTS (*construction, alteration, or repair contracts*)

For any contract in excess of \$2,000.00 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, the contractor covenants and agrees to comply with the Davis-Beacon and Related Acts. The contractor further covenants and agrees to ensure compliance with the Davis-Beacon and Related Acts for any subcontract award under this contract. Under Davis-Beacon and Related Acts, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

LOBBYING

For any contract exceeding \$100,000.00, the contractor covenants and agrees to submit to the Department of Military Affairs and Veterans Services the certification and any disclosure forms regarding lobbying that are required under 31 U.S.C. 1352, as implemented by the DoD (NGB) at 32 CFR part 28.

- a. Nonprofit organizations described in section 501(c)(4) of title 26, United States Code (the Internal Revenue Code of 1968) may not engage in lobbying activities as defined in the Lobbying Disclosure Act of 1995 (2 U.S.C., chapter 26). If DMAVS determines that the nonprofit has engaged in lobbying activities, all payments under this and other contracts with the Department shall cease and the contract(s) shall be terminated unilaterally for material failure to comply with the provisions as outlined in this agreement.

DRUG FREE WORKPLACE

The Contractor covenants and agrees to comply with the requirements regarding drug-free workplace 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 contractor 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 40 CFR part 31;
 - 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.
- b. In accordance with the EPA rules, the parties further agree that the contractor shall also identify to the DMAVS 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.
 - 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).

PURCHASE OF RECOVERED MATERIALS BY STATES OR POLITICAL SUBDIVISIONS OF STATES

If, for the execution of this contract, the Contractor purchases items designated in Environmental Protection Agency (EPA) regulations in 40 CFR part 247, Subpart B, the contractor covenants and

agrees to comply with applicable requirements within those EPA regulations, which implement section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6962).

FLY AMERICA REQUIREMENTS

The contractor covenants and agrees to comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118, also known as the "Fly America" act), as implemented at 41 CFR 301-10.131 through 301-10.143 which provides that U.S. Government-financed international air travel of passengers and transportation of personal effects or property must use a U.S. Flag air carrier or be performed under a cost-sharing arrangement with a U.S. carrier if such service is available.

- a. The contractor shall include the requirements of the Fly America Act in all subcontracts that might involve international air transportation.

USE OF UNITED STATES FLAG CARRIERS

The contractor covenants and agrees to comply with the Department of Transportation regulations at 46 CFR 381.7(b) requiring at least 50 percent of equipment, materials, or commodities purchased or otherwise obtained with federal funds under cooperative agreement awards, and transported by ocean vessel, be transported on privately owned U.S. flag commercial vessels, if available.

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.

INFRASTRUCTURE INVESTMENT AND JOBS ACT ("IIJA")

The DMAVS covenants and agrees that it will not expend any funds appropriated by Congress unless all of the iron, steel, manufactured products, and construction materials used in projects undertaken for the Department are produced in the United States. rants and Cooperative Agreements Policy Letter, 22-06, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. The contractor covenants and agrees to utilize American made iron, steel, manufactured products, and construction materials for the completion of the work under this agreement. The contractor further agrees to notify the 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 in the event that American materials are not available.

UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES

The DMAVS 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 contractor 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

For contracts in an amount greater than \$100,000.00 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act that involve the employment of mechanics or laborers and is not a type of contract excepted under 40 U.S.C. 3701, the contractor covenants and agrees that it will comply with the clauses specified in the Department of Labor (DoL) regulations at 29 CFR 5.5(b) to require use of wage standards that comply with the Contract Work Hours and Safety Standards Act (40 CFR, Subtitle II, Part A, Chapter 37), as implemented by the DoL at 29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction". As applied to this contract, 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 contractor 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 contractor's performance of this contract. The contractor further covenants and agrees that it will not subcontract 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.

PROHIBITION ON CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

The contractor agrees and covenants that it will not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or

statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

Initials: SAD
Date: 3/1/24

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES**

**EXHIBIT B, P37 AGREEMENT
THE SERVICES**

**Central Station Requirements for monitoring of New Hampshire Army National Guard
Intrusion Detection Systems (IDS) Alarm systems**

The purpose of this contract is to provide UL listed alarm monitoring services for Army National Guard Installations throughout the State of New Hampshire. This is to include, but not limited to, twenty-six (26) different locations with the possibility of 2 future additions. Monitoring would be for intrusion detection systems (IDS) which consist of multi-zone, multi-area configuration, notification of proper authorities, provide system information on a scheduled or on demand basis to authorized personnel. The period of this contract will be from July 1, 2024, or upon Governor and Council approval, whichever is later, through June 30, 2025.

1. The contractor shall provide documentation of UL certification annually after the initial contract award and as requested by an authorized person.
2. Staffing at the Central Monitoring Station shall be in compliance with UL 1981. UL 1981 requires monitoring facility staffing be such that all alarm signals be acknowledged, and the appropriate dispatch or verification action be initiated not more than 45 seconds after the monitoring facility receiver acknowledges to the alarm panel at the protected site that the alarm signal has been received.
3. The contractor shall have background checks done for all personnel handling monitoring services.
4. Protection of Personally Identifiable Information (PII): The contractor shall protect all PII encountered in the performance of services. If a PII breach results from actions of the contractor, the contractor shall bear all notification, call-center support, and credit monitoring service costs for all individuals whose PII may have been compromised.
5. The contractor shall designate a contract manager and an alternate whose information shall be provided to the ESS supervisor and technician. These individuals will be responsible for ensuring the contractor employees do not perform any services outside of the scope without an official modification issued by the contract manager.
6. The contractor shall provide customized reports to the ESS supervisor and technician at no cost to the state as requested.
7. The contractor shall provide for Test Timers on a daily basis or as required for all twenty-six (26) locations.

Date: 05/11/24

Initials: SUD

8. The contractor shall monitor openings, closings and troubleshooting conditions for the alarm signals. Signals include, but are not limited to: burglary, duress, trouble on devices, trouble on phone line, trouble on cellular, communication faults and tamper signals.
9. Each installation account shall have a duress alarm associated with the IDS. DO NOT CALL THE FACILITY TO VERIFY; call per location SOP.
10. Provide full Web-Based Access to ESS personnel. Monitoring output shall be accessible to the ESS supervisor and technician 24 hours per day in real time.
11. The contractor shall demonstrate ability to provide monitoring services for high security installations, such as vaults.
12. The contractor shall have redundant communication and power systems to assure receipt of alarm signals.
13. The contractor shall be required to put the system "on test" at any time for a specified time, when notified by an authorized person.
14. The contractor shall provide opening and closing logs to all twenty-six (26) locations as needed.
15. The contractor shall be a current Department of Defense monitoring station.
16. The contractor shall have personnel to answer calls at any time of the day.
17. The contractor shall provide 2 toll-free phone numbers for reporting. Central station shall have multiple redundancy for phone communication, fiber backed up by traditional copper wire.
18. The contractor shall be able to receive a custom module of Contact ID codes designed specifically for these installations.
19. The contractor shall provide 1 permanent free account for testing and shop use.
20. The contractor shall be able to accept any and all codes received by a back-up cellular service (uplink, C1M1, ETC), traditional POTS lines or over IP for all locations.
21. The contractor shall allow tours of the facility at any time along with unlimited onsite training for ESS supervisor and technician. If the facility is located outside of the state, the unlimited training will be available remote.

Date: 3/1/24
Initials: SAD

22. The contractor shall provide 8 hours of training at the ESS supervisor and technicians office with no additional cost to the state.
23. If the contractor also provides Answering Services, this service shall be provided separately from monitoring services in a different location, this location being either a different room in the facility or a different building. Personnel shall not be providing Answering Services while monitoring alarms.

SCHEDULE OF LOCATIONS

Locations being monitored at the following include the following sites:

1. Center Strafford Training Site
2. Concord Armory (Building M)
3. Concord Warehouse (Building L)
4. Concord CSMS (Building H)
5. Concord JFHQ (Building A)
6. Concord Building I
7. Concord JFHQ
8. Concord Building C (Bay JJ)
9. Concord CST (Building 2)
10. Concord Building G
11. Concord AASF
12. Franklin
13. Hillsboro
14. Lebanon
15. Littleton
16. Manchester
17. Manchester
18. Milford
19. Nashua
20. Pembroke RTI
21. Pembroke MP Building
22. Plymouth
23. Portsmouth
24. Raymond Bisson
25. Rochester
26. TAG Facility
27. Free shop account

With the possibility of future additions during the contract period.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES
SECURITY SERVICES – STATE MILITARY RESERVATION**

EXHIBIT C, CONTRACT PRICE

**Monitoring of New Hampshire Army National Guard Intrusion Detection Systems (IDS)
Alarm systems**

The contract price and financial arrangements for the services provided under this agreement shall be as follows:

1. The total contract amount for the period of July 1, 2024, through June 30, 2025, shall not exceed \$10,080.00 without amendment and approval of the Governor and Executive Council.
2. The contract amount for monitoring services for the contract period, July 1, 2024, or upon Governor and Executive Council approval (whichever is later) through June 30, 2025, to include the contractor-provided supplies, equipment, property, insurance, and other ancillary costs as specified in EXHIBIT B (Scope of Services) of this agreement shall be \$9,360.00.
 - a. Monthly payments shall be paid by the State of New Hampshire to the Contractor.
 - b. The cost of monitoring services shall be \$30.00 per location, per month.
3. The cost of the contingency line shall not exceed \$720.00 to cover the cost of anticipated addition of locations as requested by the State Contracting Officer and as noted in Exhibit B, Page 3 following the list of locations.
 - a. The cost per additional location added as requested for the contract period through June 30, 2025, shall be \$30.00 per location, per month.
4. The payments under this portion of the agreement shall be made to the Contractor at the end of each specified month of service during the term of the agreement and within 30 days after the receipt of a proper invoice by the Contractor.
5. Invoices will be submitted by the Contractor to:
**Department of Military Affairs and Veterans Services
Attn: State BA Office-Accounting
4 Pembroke Road
Concord, New Hampshire 03301**

Initials: SKD
Date: 3/1/24

Business Information

Business Details

Business Name: SUMMIT FIRE & SECURITY LLC	Business ID: 914964
Business Type: Foreign Limited Liability Company	Business Status: Good Standing
Business Creation Date: 10/27/2022	Name in State of Formation: SUMMIT FIRE & SECURITY LLC
Date of Formation in Jurisdiction: 07/23/2018	
Principal Office Address: 1025 Telegraph Street, Reno, NV, 89502, USA	Mailing Address: 2500 Lexington Ave S, Mendota Heights, MN, 55120, USA
Citizenship / State of Formation: Foreign/Delaware	
	Last Annual Report Year: 2024
	Next Report Year: 2025
Duration: Perpetual	
Business Email: dlarson@summitcompanies.com	Phone #: 651-251-1844
Notification Email: dlarson@summitcompanies.com	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Construction	All Other Specialty Trade Contractors

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Nicolas Brown / Manager	1025 Telegraph Street, Reno, NV, 89502, USA
Brett Carley / Manager	101 NE 138th St, Edmond, OK, 73013, USA

Page 1 of 1, records 1 to 2 of 2

Registered Agent Information

Name: CORPORATION SERVICE COMPANY

Registered Office Address: 10 Ferry Street Suite 313, Concord, NH, 03301, USA

Registered Mailing Address: 10 Ferry Street Suite 313, Concord, NH, 03301, USA

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
------------------	----------------	------------------	-----------------

No records to view.

[Filing History](#)
 [Address History](#)
 [View All Other Addresses](#)
 [Name History](#)
 [Shares](#)
[Businesses Linked to Registered Agent](#)
[Return to Search](#)
[Back](#)

NH Department of State, 107 North Main St, Room 204, Concord, NH 03301 -- [Contact Us \(/online/Home/ContactUS\)](#)

© 2022 State of New Hampshire.

Limited Partnership or LLC Certification of Authority

I, Nicolas Brown, hereby certify that I am a Partner, Member or
(Name of Attestor)

Manager and an Officer of Summit Fire & Security LLC a limited liability partnership
(Name of Partnership or LLC)

under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company
under RSA 304-C.

I certify that Steve DeJohn is duly authorized to bind the partnership or
(Name of Authorized Signatory)

LLC to enter into contracts or agreements on behalf of Summit Fire & Security LLC
(Name of Partnership or LLC)

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
partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of this
certificate.

DATED: 3/1/24

ATTESTOR:  _____

NAME: Nicolas Brown

TITLE: Manager/President

Triguard Security, Inc.

100 Tourist Ave., Clarks Summit, PA 18411

(570) 456-0300 (570) 456-0125 Fax

March 13, 2024

CORPORATE RESOLUTION – CERTIFICATE OF AUTHORITY

I, **David J. Orlando**, certify that **Peter N. Lewis** is duly elected President of Triguard Security Inc. I hereby certify the following is true copy of a vote taken at Triguard Security Inc, 100 Tourist Avenue, Clarks Summit, PA 18411, a meeting of the shareholders, duly called and held on March 13, 2024, at which a quorum of the shareholders were present and voting.

VOTED: That Peter N. Lewis, President, and sole shareholder, is duly authorized to enter into contracts or agreements on behalf of Triguard Security Inc. with 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. This authority remains valid for thirty (30) days from the date of this Corporate Resolution. 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: 13 March 2024



Peter N. Lewis – President – Triguard Security



ATTEST – David J. Orlando – Triguard Security



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/20/2024

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 Brown & Brown Insurance Services, Inc. 901 Marquette Avenue Suite 1800 Minneapolis, MN 55402 USA	612-333-3323	CONTACT NAME: Dawn Heinemann or Sara McWethy PHONE (A/C, No, Ext): 612-333-3323 E-MAIL ADDRESS: SFP Holding@bbrown.com	FAX (A/C, No):													
	INSURED SFP Holding, Inc. Summit Fire & Security, LLC 1025 Telegraph St. Reno, NV 89502 USA		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: GREENWICH INS CO</td> <td>22322</td> </tr> <tr> <td>INSURER B: STARR IND & LIAB CO</td> <td>38318</td> </tr> <tr> <td>INSURER C: MIDWEST EMPLOYERS CAS CO/THE BUILDERS GR</td> <td>00812</td> </tr> <tr> <td>INSURER D: XL SPECIALTY INS CO</td> <td>37885</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: GREENWICH INS CO	22322	INSURER B: STARR IND & LIAB CO	38318	INSURER C: MIDWEST EMPLOYERS CAS CO/THE BUILDERS GR	00812	INSURER D: XL SPECIALTY INS CO	37885	INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A: GREENWICH INS CO	22322															
INSURER B: STARR IND & LIAB CO	38318															
INSURER C: MIDWEST EMPLOYERS CAS CO/THE BUILDERS GR	00812															
INSURER D: XL SPECIALTY INS CO	37885															
INSURER E:																
INSURER F:																

COVERAGES

CERTIFICATE NUMBER: 750589934

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CGE742900702	05/01/24	05/01/25	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CAH742900802	05/01/24	05/01/25	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	1000585091241	05/01/24	05/01/25	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<input checked="" type="checkbox"/> 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			EWC010188/150001518 MN-EL	05/01/24	05/01/25	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
D	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	CWG742900602 (AOS)	05/01/24	05/01/25	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: ALL Projects/Work Performed by the Named Insured.

General liability, Automobile liability and Excess liability policies include Additional Insured and Primary and Non-contributory coverage when there is a written contract in place that requires this coverage. General liability, Automobile liability and Excess liability and Workers Compensation policies include Waiver of Subrogation coverage when there is a written contract in place that requires this coverage. All coverages apply where applicable by law and subject to the policy(s) terms, conditions and exclusions.

CERTIFICATE HOLDER05-0100
Evidence of Insurance**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

© 1988-2015 ACORD CORPORATION. All rights reserved.



SUMMIT FIRE & SECURITY LLC

Unique Entity ID YDE8SN6MMED9	CAGE / NCAGE 8FYJ8	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Mar 6, 2025	
Physical Address 1025 Telegraph ST Reno, Nevada 89502-2212 United States	Mailing Address 2500 Lexington AVE S Mendota Heights, Minnesota 55120-1260 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Nevada 02	State / Country of Incorporation Delaware / United States	URL (blank)

Registration Dates		
Activation Date Mar 8, 2024	Submission Date Mar 6, 2024	Initial Registration Date Sep 27, 2019

Entity Dates	
Entity Start Date Jul 23, 2018	Fiscal Year End Close Date Dec 31

Immediate Owner	
CAGE (blank)	Legal Business Name (blank)

Highest Level Owner	
CAGE (blank)	Legal Business Name (blank)

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USApending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?
No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:
Yes

Entity Types

Business Types		
Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Limited Liability Company
Profit Structure For Profit Organization		



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES**

G & C	6-15-22
ITEM #	76

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

David J. Mikolaitis, Major General
The Adjutant General

Phone: 603-225-1360
Fax: 603-225-1341
TDD Access: 1-800-735-2964

Warren M. Perry
Deputy Adjutant General

May 23, 2022

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

REQUESTED ACTION

1. The Department of Military Affairs and Veterans Services respectfully requests approval to enter into a contract in the amount of \$17,625.00 with Triguard Security Inc. (VC# 398596) 100 Tourist Avenue, Clarks Summit, PA 18411, for the purpose of providing UL listed alarm monitoring services for Army National Guard (NHARNG) locations throughout the State of New Hampshire for the period of June 15, 2022 or upon approval by the Governor and Executive Council, whichever is later, through June 30, 2024. **100% Federal Funds.**

2. The Department requests approval to establish a contingency line as part of the contract total for the contract period of June 15, 2022 or upon approval by the Governor and Executive Council, whichever is later, through June 30, 2024 in the amount of \$1,080.00 to cover the cost of anticipated addition of locations during the contract period, increasing the price limitation from \$17,625.00 to \$18,705.00.

Funds are available in SFY 2023 operating budget and contingent upon availability and continued appropriations in SFY 2024 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-12-12-120010-2248000 Army Guard Electronic Security:

	Account	Class	FY '23	FY '24
Army Guard Electronic Securit	2248000	500766	\$8,625.00	\$9,000.00
Contingency	2248000	500766	\$360.00	\$720.00
Total			\$8,985.00	\$9,720.00

EXPLANATION

This contract is for direct support of fulfilling State obligations required under Appendix 4, "Army National Guard Electronic Security Systems", of the Master Cooperative Agreement in

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
May 23, 2022
Page 2 of 2

the centralized monitoring category. Per the appendix, the Department is required to ensure all arms, ammunition, and explosives are secured by a security system that is monitored 24 hours per day/7 days per week by a UL listed central station. The selected vendor is a Department of Defense approved contractor who will ensure all monitoring requirements are met and that NH Army National Guard vaults are protected in accordance with the standards set forth in the cooperative agreement.

The Department of Military Affairs and Veterans Services solicited for these services by posting a request for bid on the State of New Hampshire Purchase and Property website on April 5, 2022. Three vendors submitted responses, two of which were considered qualified responses. Triguard Security, Inc. was the low bidder and was awarded the contract, contingent upon G&C approval. This contract is for a two year period with the option for two, one year renewals to be negotiated and mutually agreed upon between both parties; the Department of Military Affairs and Veterans Services and Triguard Security, Inc.

No funds are required in State Fiscal Year 2022 because the Department included as part of the solicitation a 30 day phase in/out period at the beginning of the contract. This no cost period will minimize any decrease in productivity or security between the current contracted vendor ~~Centra-Earm (July-10, 2019, item 33)~~ and Triguard Security. ~~Centra-Earm will continue to provide~~ monitoring services for the month of June as Triguard Security Systems works to install their programs in preparation of transitioning all monitoring stations to their system. The department anticipates this period of no cost service from June 15, 2022 through July 15, 2022.

This contract also includes a contingency line for the purpose of the Department of Military Affairs and Veterans Services adding additional locations during the initial two year period. Two locations are currently being constructed and are anticipated to be completed sometime during the initial two year contract period.

Funds to support this service are provided by the Federal Government and are administered under an existing Federal-State Agreement. Under the Agreement, the State of New Hampshire – Department of Military Affairs and Veterans Services provides these services and the Federal Government reimburses the State for the costs related to the services at the rate of 100%. In the event that Federal Funds are not available for this contract, General Funds will not be used.

This contract has been approved for form, substance and execution by the New Hampshire Department of Justice.

Respectfully submitted,


David J. Mikolaitis
Major General, NH National Guard
The Adjutant General

FORM NUMBER P-37 (version 12/11/2019)

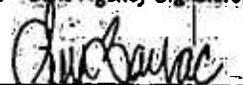
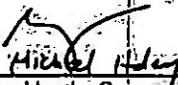
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Military Affairs and Veterans Services		1.2 State Agency Address 4 Pembroke Road Concord, NH 03301	
1.3 Contractor Name Triguard Security Inc. (VC#398596)		1.4 Contractor Address 100 Tourist Avenue Clarks Summit, PA 18411	
1.5 Contractor Phone Number (570) 456-0300	1.6 Account Number 02-12-12-120010-22480000	1.7 Completion Date 06/30/2024	1.8 Price Limitation \$18,705.00
1.9 Contracting Officer for State Agency Erin M. Zayac		1.10 State Agency Telephone Number (603) 225-1361	
1.11 Contractor Signature  Date: 5-13-2022		1.12 Name and Title of Contractor Signatory Peter N. Lewis, President	
1.13 State Agency Signature  Date: 5-16-22		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:  On: 5/18/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: 76  G&C Meeting Date: 5/13/2022 JUN 15 2022			

Contractor Initials

Date: 5/13/2022

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.

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

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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES**

EXHIBIT A, SPECIAL PROVISIONS

**Central Station Requirements for monitoring of New Hampshire Army National Guard
Intrusion Detection Systems (IDS) Alarm systems**

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.

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. The Department of Military Affairs and Veterans Services reserves the right to renew this contract for up to two (2) one (1) year periods, subject to the continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.

6. 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 amounts of not less than \$250,000.00 per person bodily injury

Initials
Date: 5-18-2022

liability, \$500,000.00 per occurrence bodily injury liability and \$50,000.00 property damage liability.

7. 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 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.

Initials: 
Date: 5-18-2022

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.

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.

(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.

The Infrastructure Investment and Jobs Act ("IIJA") Pub. L. No. 117-58, which includes the **Build America, Buy America Act ("the Act")**. Pub. L. No. 117-58, §§ 70901-52.

The Act strengthens Made in America Laws and will bolster America's industrial base, protect national security, and support high-paying jobs. The Act requires that the head of each Federal agency shall ensure that "none of the funds made available for a Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Use of iron, steel, manufactured products, and construction materials used under the terms of this agreement must be produced in the United States.

Uniform Relocation Assistance and real Property Acquisition Policies.

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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES**

**EXHIBIT B, P37 AGREEMENT
THE SERVICES**

**Central Station Requirements for monitoring of New Hampshire Army National Guard
Intrusion Detection Systems (IDS) Alarm systems**

The purpose of this contract is to provide UL listed alarm monitoring services for Army National Guard Installations throughout the State of New Hampshire. This is to include, but not limited to, twenty-five different locations with the possibility of 3 future additions. Monitoring would be for intrusion detection systems (IDS) which consist of multi-zone, multi-area configuration, notification of proper authorities, provide system information on a scheduled or on demand basis to authorized personnel. The period of this contract will be from June 15, 2022 or upon Governor and Council approval, whichever is later, through June 30, 2024.

1. The contractor shall be capable of monitoring security alarm systems and shall be in compliance with UL 827 and UL 2050. The contractor must provide certificates within 2 business days of the contract award.
2. The contractor shall provide documentation of UL certification annually after the initial contract award and as requested by an authorized person.
3. Staffing at the Central Monitoring Station shall be in compliance with UL 1981. UL 1981 requires monitoring facility staffing be such that all alarm signals be acknowledged and the appropriate dispatch or verification action be initiated not more than 45 seconds after the monitoring facility receiver acknowledges to the alarm panel at the protected site that the alarm signal has been received.
4. The contractor shall have background checks done for all personnel handling monitoring services.
5. Protection of Personally Identifiable Information (PII): The contractor shall protect all PII encountered in the performance of services. If a PII breach results from actions of the contractor, the contractor shall bear all notification, call-center support, and credit monitoring service costs for all individuals whose PII may have been compromised.
6. The contractor shall designate a contract manager and an alternate whose information shall be provided to the ESS supervisor and technician. These individuals will be responsible for ensuring the contractor employees do not perform any services outside of the scope without an official modification issued by the contract manager.
7. To minimize any decrease in productivity or security the contractor shall provide a 30 day phase in/out period at the beginning/end of the contract dates. During the 30 day period the

Date: 
Initials: 5-13-2022

contractor shall become familiar with performance requirements in order to commence full performance of services on the contract start date. This 30 day window will be utilized to move all locations to the new monitoring station and begin monitoring at no charge to the customer.

8. The contractor shall provide customized reports to the ESS supervisor and technician at no cost to the state as requested.

9. The contractor shall provide for Test Timers on a daily basis or as required for all twenty-five locations.

10. The contractor shall monitor openings, closings and troubleshooting conditions for the alarm signals. Signals include, but are not limited to: burglary, duress, trouble on devices, trouble on phone line, trouble on cellular, communication faults and tamper signals.

11. Each installation account shall have a duress alarm associated with the IDS. DO NOT CALL THE FACILITY TO VERIFY; call per location SOP.

12. Provide full Web-Based Access to ESS personnel. Monitoring output shall be accessible to the ESS supervisor and technician 24 hours per day in real time.

13. The contractor shall demonstrate ability to provide monitoring services for high security installations, such as vaults.

14. The contractor shall have redundant communication and power systems to assure receipt of alarm signals.

15. The contractor shall be required to put the system "on test" at any time for a specified time, when notified by an authorized person.

16. The contractor shall provide opening and closing logs to all twenty-five (25) locations as needed.

17. The contractor shall be a current Department of Defense monitoring station.

18. The contractor shall have personnel to answer calls at any time of the day.

19. The contractor shall provide 2 toll-free phone numbers for reporting. Central station shall have multiple redundancy for phone communication, fiber backed up by traditional copper wire.

20. The contractor shall be able to receive a custom module of Contact ID codes designed specifically for these installations.

21. The contractor shall provide 1 permanent free account for testing and shop use.

22. The contractor shall be able to accept any and all codes received by a back-up cellular service (uplink, CIM1, ETC), traditional POTS lines or over IP for all locations.

23. The contractor shall allow tours of the facility at any time along with unlimited onsite training for ESS supervisor and technician. If the facility is located outside of the state, the unlimited training will be available remote.

24. The contractor shall provide 8 hours of training at the ESS supervisor and technicians office with no additional cost to the state.

25. If the contractor also provides Answering Services, this service shall be provided separately from monitoring services in a different location, this location being either a different room in the facility or a different building. Personnel shall not be providing Answering Services while monitoring alarms.

SCHEDULE OF LOCATIONS

Locations being monitored at the following include the following sites:

1. Center Strafford Training Site
2. Concord Armory (Building M)
3. Concord Warehouse (Building L)
4. Concord CSMS (Building H)
5. Concord JFHQ (COMSEC Room – Building A)
6. Concord Building 1 (GCCS)
7. Concord JFHQ
8. Concord Building C (Bay JJ)
9. Concord CST (Building 2)
10. Concord Building G
11. Franklin
12. Hillsboro
13. Lebanon
14. Littleton
15. Manchester
16. Manchester (COMSEC Room)
17. Milford
18. Nashua
19. Pembroke RTI
20. Pembroke MP Building
21. Plymouth
22. Portsmouth
23. Raymond Bisson
24. Rochester
25. TAG Facility
26. Free shop account

With the possibility of future additions during the contract period.

Date:

Initials:


5-13-2002

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES
SECURITY SERVICES – STATE MILITARY RESERVATION**

EXHIBIT C, CONTRACT PRICE

~~Monitoring of New Hampshire Army National Guard Intrusion Detection Systems (IDS)~~
Alarm systems

The contract price and financial arrangements for the services provided under this agreement shall be as follows:

1. The total contract amount shall not exceed \$18,705.00 without amendment and approval of the Governor and Executive Council.
2. The contract amount for monitoring services for the contract period, June 15, 2022, or upon Governor and Executive Council approval (whichever is later) through June 30, 2024, to include the contractor-provided supplies, equipment, property, insurance, and other ancillary costs as specified in EXHIBIT B (Scope of Services) of this agreement shall be \$17,625.00:
 - a. The initial thirty-day period of services under this contract shall be provided to the Department of Military Affairs and Veterans Services at no cost.
 - b. Monthly payments shall be paid by the State of New Hampshire to the Contractor after the initial thirty (30) day period to June 30, 2024.
 - c. The cost of monitoring services shall be \$30.00 per location, per month.
3. The cost of the contingency line shall not exceed \$1,080.00 to cover the cost of anticipated addition of locations as requested by the State Contracting Officer and as noted in Exhibit B, Page 3 following the list of locations.
 - a. The cost per additional location added as requested for the contract period through June 30, 2024 shall be \$30.00 per location, per month.
4. The payments under this portion of the agreement shall be made to the Contractor at the end of each specified month of service during the term of the agreement and within 30 days after the receipt of a proper invoice by the Contractor.
5. Invoices will be submitted by the Contractor to:

**Department of Military Affairs and Veterans Services
Attn: State BA Office-Accounting
4 Pembroke Road
Concord, New Hampshire 03301**

Initial: 
Date: 5-23-2022