



STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

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

48 CJG1

David J. Mikolaities, 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 29, 2024

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

REQUESTED ACTION

Authorize the Department of Military Affairs and Veterans Services to exercise a contract renewal option with Securitas Security Services, USA, Inc. (VC#175981), Manchester, New Hampshire for security services at the State Military Reservation (SMR) in Concord, New Hampshire by increasing the price limitation by \$954,768.00 from \$1,942,001.04 to \$2,896,769.04 and extending the completion date from June 30, 2024, to June 30, 2025, effective for the period July 1, 2024, through June 30, 2025, upon Governor and Council approval. The original contract was approved by Governor and Council on June 15, 2022, item #77. A retroactive amendment to the original contract was approved by Governor and Executive Council on February 22, 2023, item #38. **100% Federal Funds.**

Further, authorize a contingency in the amount of \$19,095.36 for unanticipated expenses bringing the contract total to \$2,915,864.40 effective for the period July 1, 2024, through June 30, 2025, upon Governor and Council approval. **100% Federal Funds.**

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.

02-12-12-120010-22660000, Army Guard Security:

231-500766-Security Expenditures

FY 2025

\$973,863.36

EXPLANATION

Army National Guard regulations and procedures, as promulgated by the National Guard Bureau, require that selected types of National Guard Facilities be provided security guard protection. These facilities include those that are potential terrorist targets and those which are used to store

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
May 29, 2024
Page 2 of 2

high cost or large amounts of Federal equipment. The State Military Reservation (SMR) meets the Federal criteria for such protection.

The Department of Military Affairs and Veterans Services solicited for these security services by posting a request for proposal on the State of New Hampshire Purchase and Property website on March 1, 2022. Two (2) vendors submitted qualified responses. Securitas Security Services USA, Inc. scored the most points in rating the proposals and was awarded the contract, contingent upon G&C approval. This contract is for a two (2) year period with the option for two (2) one-year renewals to be negotiated and mutually agreed upon between both parties, the Department of Military Affairs and Veterans Services and Securitas Security Services, USA, Inc.

This contract also includes a contingency line for the purpose of the Department of Military Affairs and Veterans Services to request additional security over and above the regular manning outlined within the Scope of Services. There are situations where additional security guards are needed to cover certain events such as pre and post mobilization events, pre and post deployment ceremonies, special events, statewide pandemic drills, drill weekend traffic control and State Active-Duty Missions.

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 #2

This Amendment to the Concord State Military Reservation Security contract is by and between the State of New Hampshire, Department of Military Affairs and Veterans Services (“State” or “Department”) and Securitas Security Services, USA, Inc. (“Contractor”).

WHEREAS, pursuant to an agreement (the “Contract”) approved by the Governor and Executive Council on June 15th, 2022 (Item #77) and amended on February 22, 2023 (Item #38), 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:

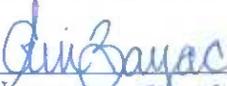
1. Modify Form P-37 General Provisions, Block 1.7, Completion Date, to read:
 - a. 6/30/2025
2. Modify Form P-37, General Provisions, Block 1.8, Price Limitation, ADD not to exceed amount of \$973,863.36 for contract year July 1, 2024, to June 30, 2025, to read:
 - a. NTE \$2,915,864.40
3. Modify Exhibit 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 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 #2 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

5-13-24
Date


Name: Erin Zayac
Title: Administrator

SECURITAS SECURITY SERVICES USA INC

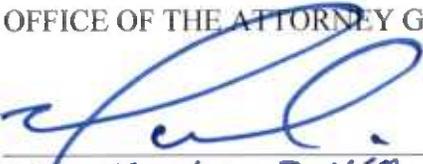
4-26-24
Date:


Name: MICHAEL J. RIORDILLO
Title: AREA VICE PRESIDENT

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

OFFICE OF THE ATTORNEY GENERAL

05/16/2024
Date:


Name: Mark W. Dell'Orsina
Title: Assistant 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**

**EXHIBIT A
SPECIAL PROVISIONS**

SUBJECT: Security Services – State Military Reservation

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:** *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 PRPERTY 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 among 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 contrr, 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.

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

**EXHIBIT C
CONTRACT PRICE**

SUBJECT: Security Services – State Military Reservation

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 \$973,863.36 without amendment and approval of the Governor and Executive Council.
2. The contract amount for security services at the State Military Reservation & Facilities in Concord, New Hampshire, 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 \$954,768.00.
 - a. Monthly payments shall be paid by the State of New Hampshire to the Contractor for the period July 1, 2024, to June 30, 2025, in twelve (12) equal monthly payments of \$79,564.00.
3. The cost of the contingency line shall not exceed \$19,095.36 to cover the cost of unanticipated expenses.
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**

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SECURITAS SECURITY SERVICES USA, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on November 25, 2002. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 420411

Certificate Number: 0006671748



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of April A.D. 2024.

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

David M. Scanlan
Secretary of State

Certificate of Authority #1

(Corporation, Non-Profit Corporation)

Corporate Resolution Certification of Vote

I, Lisa M. Collet, hereby certify that I am duly elected Clerk, Secretary, and/or Officer of Securitas Security Services USA, Inc. I hereby certify the following is a true copy of a resolution/vote taken by unanimous written consent of the Board of Directors of Securitas Security Services USA, Inc. on January 19, 2023.

RESOLVED, that Michael Fiorillo, Area Vice President, is duly authorized to enter into contracts and agreements on behalf of Securitas Security Services USA, 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 judgment be desirable or necessary to affect the purpose of this resolution.

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 listed above currently occupy the position 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: May 1, 2024

Officer's Signature:



Printed Name: Lisa M. Collet

Title: Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/26/2024

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 Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: Securitas.Cerrequest@marsh.com CN101410269-ALL*-GAUWC-24-25 SUSA NH GL	CONTACT NAME: Arthur Talavera PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Securitas.Cerrequest@marsh.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Allianz Global Risks US Insurance Company</td> <td>35300</td> </tr> <tr> <td>INSURER B : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER C : Steadfast Insurance Company</td> <td>26387</td> </tr> <tr> <td>INSURER D :</td> <td></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 : Allianz Global Risks US Insurance Company	35300	INSURER B : ACE American Insurance Company	22667	INSURER C : Steadfast Insurance Company	26387	INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : Allianz Global Risks US Insurance Company	35300													
INSURER B : ACE American Insurance Company	22667													
INSURER C : Steadfast Insurance Company	26387													
INSURER D :														
INSURER E :														
INSURER F :														

COVERAGES **CERTIFICATE NUMBER:** LOS-002200564-51 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			USL03039624	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	AUTOMOBILE LIABILITY			ISA H10738180	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
C	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			SXS 5668165 01	01/01/2024	01/01/2025	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C50717057 (AOS)	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			SCF C50717185 (WI)	01/01/2024	01/01/2025	E.L. EACH ACCIDENT \$ 1,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCU C50717252(CA,OH,WA)\$750K SIR	01/01/2024	01/01/2025	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: Contract # 1000723977

Evidence of Insurance only.

CERTIFICATE HOLDER Department of Military Affairs and Veteran Services Attn: Erin Zayac 4 Pembroke Road Bldg C Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
---	--



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh Risk & Insurance Services		NAMED INSURED Securitas Holdings, Inc. (See Page 2 for Additional Named Insureds) 4330 Park Terrace Drive Westlake Village, CA 91361	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Named Insureds:

- Securitas Holdings, Inc. including
- Securitas Security Services USA, Inc.
- Securitas Critical Infrastructure Services, Inc.
- Pinkerton Consulting & Investigations Inc.
- Securitas Electronic Security, Inc.
- Securitas Technology Corporation
- Securitas Healthcare LLC

Named Insured: Securitas Holdings, Inc.
Policy Number: USL03039624
Effective Date: January 1, 2024

Endorsement Number
1

THIS ENDORSMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADVICE OF CANCELLATION TO ENTITIES OTHER THAN AN INSURED
LIMITED TO EMAIL NOTIFICATION**

This policy is amended as follows:

- A. If we initiate cancellation of this policy for any reason other than non-payment of premium, and the effective date of cancellation is prior to this policy's expiration date; and
1. The "First Named Insured" is under an existing contractual obligation to notify an entity to whom a certificate of insurance has been issued (hereinafter, the Certificate Holder) when this policy is canceled; and
 2. The "First Named Insured" has provided us, either directly or through the "First Named Insured's" broker of record the email address of the contact of each such Certificate Holder; and
 3. We received this information after the "First Named Insured" receives notice of cancellation of this policy and prior to the policy's cancellation date in an electronic spreadsheet format that is acceptable to us;
 4. We will provide "Advice of Cancellation" via e-mail to such Certificate Holders within 30 days after the "First Named Insured" provides such information to us. If the specific number of days is not stated above, then the "Advice of Cancellation" will be provided to such Certificate Holders as soon as practicable after the "First Named Insured" provides the email address of the contact of each such Certificate Holder.

Proof of emailing the "Advice of Cancellation", using the information provided by the "First Named Insured", will serve as proof that we have fully satisfied our obligations under this endorsement. The "Advice of Cancellation" shall be emailed to each such Certificate Holder as soon as possible upon receipt of the information from the "First Named Insured", however we are under no contractual obligation to email the "Advice of Cancellation" prior to the policy's cancellation date.

In no event will we be obligated to provide "Advice of Cancellation" to Certificate Holders if the effective date of Cancellation is within 30 days of the expiration date of the policy or if we receive the contact information for such Certificate Holders less than 30 days prior to the expiration date of the policy.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy of the effective date of such cancellation. Nor shall this endorsement invest any rights to any entity that is not an insured under the terms of this policy.

- B. The following Definitions apply to this endorsement:

1. "First Named Insured" means the Named Insured shown on the Declarations Page of this policy.
2. "Advice of Cancellation" means an email that provides the following information:
 - a. The Named Insured as shown on the Declarations Page of this policy;
 - b. The policy number of the policy being cancelled; and
 - c. The effective date and time of the cancellation.

All other terms and conditions remain unchanged.

Named Insured: Securitas Holdings, Inc.
Policy Number: USL03032924
Effective Date: January 1, 2024

Endorsement Number
1

THIS ENDORSMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADVICE OF CANCELLATION TO ENTITIES OTHER THAN AN INSURED
LIMITED TO EMAIL NOTIFICATION**

This policy is amended as follows:

- A. If we initiate cancellation of this policy for any reason other than non-payment of premium, and the effective date of cancellation is prior to this policy's expiration date; and
1. The "First Named Insured" is under an existing contractual obligation to notify an entity to whom a certificate of insurance has been issued (hereinafter, the Certificate Holder) when this policy is canceled; and
 2. The "First Named Insured" has provided us, either directly or through the "First Named Insured's" broker of record the email address of the contact of each such Certificate Holder; and
 3. We received this information after the "First Named Insured" receives notice of cancellation of this policy and prior to the policy's cancellation date in an electronic spreadsheet format that is acceptable to us;
 4. We will provide "Advice of Cancellation" via e-mail to such Certificate Holders within 30 days after the "First Named Insured" provides such information to us. If the specific number of days is not stated above, then the "Advice of Cancellation" will be provided to such Certificate Holders as soon as practicable after the "First Named Insured" provides the email address of the contact of each such Certificate Holder.

Proof of emailing the "Advice of Cancellation", using the information provided by the "First Named Insured", will serve as proof that we have fully satisfied our obligations under this endorsement. The "Advice of Cancellation" shall be emailed to each such Certificate Holder as soon as possible upon receipt of the information from the "First Named Insured", however we are under no contractual obligation to email the "Advice of Cancellation" prior to the policy's cancellation date.

In no event will we be obligated to provide "Advice of Cancellation" to Certificate Holders if the effective date of Cancellation is within 30 days of the expiration date of the policy or if we receive the contact information for such Certificate Holders less than 30 days prior to the expiration date of the policy.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy of the effective date of such cancellation. Nor shall this endorsement invest any rights to any entity that is not an insured under the terms of this policy.

- B. The following Definitions apply to this endorsement:

1. "First Named Insured" means the Named Insured shown on the Declarations Page of this policy.
2. "Advice of Cancellation" means an email that provides the following information:
 - a. The Named Insured as shown on the Declarations Page of this policy;
 - b. The policy number of the policy being cancelled; and
 - c. The effective date and time of the cancellation.

All other terms and conditions remain unchanged.

The State of New Hampshire

Department of Safety

Division of State Police

Concord, NH 03305



LICENSE AS A SECURITY GUARD AGENCY

LICENSE NO. SA-1590
SECURITAS SECURITY SERVICES USA, INC.

This certifies that

of the City or Town of

PARSIPPANY

in the State of

NEW JERSEY

is hereby licensed as a Security Guard Agency doing business at

9 CAMPUS DR, PARSIPPANY, NJ 07054

in accordance with the Statutes of the State of New Hampshire.

THIS LICENSE WILL EXPIRE TWO YEARS FROM DATE OF ISSUE.

Dated at Concord, this 17TH day of MARCH year of 2023

Signature of Licensee

Nathan A. Noyes

Director of State Police

Colonel Nathan A. Noyes

VERIFICATION OF BOND IN FORCE
Form SB-3

Type of Bond: License/Permit Bond

Name of Principal: SECURITAS SECURITY SERVICES USA, INC.

Obligee: STATE OF NEW HAMPSHIRE

Carrier: TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Bond Number: 104033932

Effective Date: February 24, 2023

Limit: \$ 50,000.00

Premium: \$ 483.00

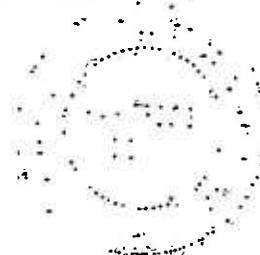
This Bond is continuous with no definite expiration date. Sufficient Premium has been paid to satisfy the requirements of the Carrier for this bond to February 24, 2025.

TRAVELERS CASUALTY AND SURETY COMPANY
OF AMERICA

By: 

Nicholas Kertesz Attorney in Fact

Date: January 5, 2024





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint NICHOLAS KERTESZ of Illinois their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business; of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED; that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when: (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, any Assistant Treasurer, any Assistant Secretary, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 5th day of January 2024.



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SECURITAS SECURITY SERVICES USA INC

Unique Entity ID SWLMJJV5PGB3	CAGE / NCAGE 82PQ6	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Apr 4, 2025	
Physical Address 1055 Wilshire BLVD Suite 1600 Los Angeles, California 90017-2499 United States	Mailing Address 1055 Wilshire BLVD STE 1600 Los Angeles, California 90017-2499 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District California 34	State / Country of Incorporation Delaware / United States	URL HTTP://WWW.APPLY.SECURITASJOBS.COM

Registration Dates

Activation Date Apr 8, 2024	Submission Date Apr 4, 2024	Initial Registration Date Mar 21, 2018
---------------------------------------	---------------------------------------	--

Entity Dates

Entity Start Date Nov 12, 2002	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	Entity Type	Organization Factors
------------------	-------------	----------------------

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
82PQ6

Points of Contact

Electronic Business

Iliana Noriega-Gomez

**1055 Wilshire BLVD STE 1600
Los Angeles, California 90017
United States**

Government Business

Yvonne Tran

**1055 Wilshire BLVD STE 1600
Los Angeles, California 90017
United States**

Past Performance

Iliana Noriega-Gomez

**1055 Wilshire BLVD STE 1600
Los Angeles, California 90017
United States**

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	561612	Security Guards And Patrol Services

Disaster Response

Yes, this entity appears in the disaster response registry.
No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	(blank)

States	Counties	Metropolitan Statistical Areas
Any	(blank)	(blank)



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

**BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5852**

G & C	2-22-23
ITEM #	38

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

February 6, 2023

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 enter into a **retroactive** amendment to an existing contract with Securitas Security Services USA, Inc., (VC #175981), Manchester, NH, for security services at the State Military Reservation in Concord, NH by decreasing the price limitation by \$560,682.00 from \$2,477,904.00 to \$1,917,222.00 effective retroactive to February 1, 2023 upon Governor and Council approval with no change to the end date of June 30, 2024. The original contract was approved by Governor and Council on June 15, 2022, Item #77. **100% Federal Funds.**

2. Further authorize the Department to decrease the contingency line limitation by \$24,779.04 from \$49,558.08 to \$24,779.04 for additional security services for unforeseen events requiring additional security presence bringing the contract total to \$1,942,001.04 effective retroactive to February 1, 2023 upon Governor and Council approval with no change to the end date of June 30, 2024. **100% Federal Funds.**

Funds are available in the following account for Fiscal Year 2023 and are anticipated to be available in Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years within the price limitation through the Budget Office, without further Governor and Council approval, if needed and justified.

02-12-12-120010-22660000 – Military Affairs and Veterans Services – Army Guard Security

State Fiscal Year	Class / Account	Class Title	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	231-500766	Security Expenses	\$ 1,238,952.00	\$ (199,980.00)	\$ 1,038,972.00
	231-500766	Contingency	\$ 24,779.04	\$ (12,389.52)	\$ 12,389.52
2024	231-500766	Security Expenses	\$ 1,238,952.00	\$ (360,702.00)	\$ 878,250.00
	231-500766	Contingency	\$ 24,779.04	\$ (12,389.52)	\$ 12,389.52

EXPLANATION

This amendment is retroactive due to the immediate need to reduce services to account for the reduction in Federal Funding. Army National Guard regulations and procedures, as promulgated by the National Guard Bureau, require that certain types of National Guard Facilities be provided security guard protection. These facilities include those that are potential terrorist targets and those which are used to store high cost or large amounts of Federal equipment. The State Military Reservation meets the Federal criteria for such protection.

The Department of Military Affairs and Veterans Services solicited for these security services by posting a request for proposal on the State of New Hampshire Purchase and Property website on March 1, 2022. Two (2) vendors submitted qualified responses. Securitas Security Services USA, Inc. received the highest score and was awarded the original contract approved by Governor and Council on June 15, 2022. This contract was for a two (2) year period from July 1, 2022 through June 30, 2024.

This contract also includes a contingency line for the purpose of the Department of Military Affairs and Veterans Services to request additional security over and above the regular manning outlined within the Scope of Services. There are potential situations where additional security guards may be needed to cover certain events such as pre- and post-mobilization events, pre- and post-deployment ceremonies, special events, statewide pandemic drills, drill weekend traffic control and State Active-Duty Missions.

Funds to support this service are provided by the Federal Government and are administered under an existing Federal-State Master Cooperative 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%. Federal reimbursement is contingent upon the continued appropriation of Federal Funds. In the event that Federal Funds are not available for this contract, General Funds will not be used.

Respectfully submitted,


104 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 Security Services – State Military Reservation contract is by and between the State of New Hampshire, Department of Military Affairs and Veterans Services (“State” or “Department”) and Securitas Security Services USA, Inc. (“the Contractor”).

WHEREAS, pursuant to an agreement (the “Contract”) approved by the Governor and Executive Council on June 15, 2022 (Item #77), 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, 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 decrease the price limitation and modify the Contract documents as further specified herein; 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:

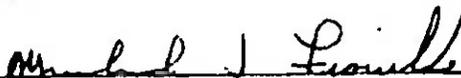
1. Modify Form P-37 General Provisions, Block 1.8, Price Limitation to read:
“Not to Exceed \$1,942,001.04”
2. Modify Exhibit A, Special Provisions by removing and replacing it in its entirety with the amended Exhibit A, Special Provisions attached hereto and incorporated by reference herein.
3. Modify 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.
4. Modify Exhibit C, Contract Price by removing and replacing it in its entirety with the amended Exhibit C, Contract Price attached hereto and incorporated by reference herein.

All terms and conditions of the contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to February 1, 2023 upon the date of Governor and Executive Council approval.

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

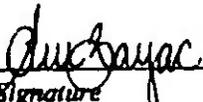
SECURITAS SECURITY SERVICES USA, INC.

1-25-23
Date


Signature
Name: MICHAEL J. FURLIO
Title: OPER VICE PRESIDENT

DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

1-30-23
Date


Signature
Name: Erin Touac
Title: Administrator of Business Operations

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

OFFICE OF THE ATTORNEY GENERAL

February 2, 2023
Date


Signature
Name: Mark W. Dell'Orfano
Title: Attorney

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: FEB 22 2023
Date of Meeting

OFFICE OF THE SECRETARY OF STATE

FEB 22 2023
Date


Signature
Name: SECRETARY OF STATE
Title: SECRETARY OF STATE

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

**EXHIBIT A
SPECIAL PROVISIONS**

SUBJECT: Security Services – State Military Reservation

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.

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 extend the original contract to June 30, 2024 and thereafter 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 9. TERMINATION:** Add the following sub-part:

"9.1.1 The contractor may terminate the Agreement, in whole or in part, and without cause or penalty upon ninety days' written notice."
 - c. **Provision 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION:** Add the following sub-parts:

"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.

10.5 Any equipment/software provided by Company (or information collected therewith) in connection with Company's services is for Company's use and will always be Company property. Company is not selling or leasing any of the equipment/software to Client, and Company will remove its equipment/software upon termination of the Agreement."
 - d. **Provision 13. INDEMNIFICATION:** Remove and replace with:

"Contractor will indemnify, defend and hold harmless the State against any and all claim or liabilities for any personal injury or property damages which arise out of (or which may be claimed

to arise out of) the willful or negligent acts of the Contractor or its subcontractors. Contractor's liability for all claims arising under this Contract shall be limited to \$2,080,946.88, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (a) damages for bodily injury, death, damage to real or tangible personal property; (b) intentional or reckless misconduct or negligence; or (c) any other liability that may not be limited under applicable law. In no event shall either party be liable for (i) punitive or consequential damages; (ii) damages arising from events beyond Parties' reasonable control; or (iii) injuries or deaths arising from any conditions of State's premises to the extent such conditions were not caused by the Contractor."

e. **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."

7. **Safety**

a. **Contractor Compliance.**

The contractor and its subcontractors shall comply with Public Law 91-596 (Occupational Safety and Health Act (OSHA)) and the Environmental, Safety, and Occupational Health (ESOH) (DODD 4715.1E). These requirements shall be incorporated into the contractor's safety and health program.

b. **Mishap Notification and Investigation.**

The contractor and its subcontractors (if applicable) shall promptly report pertinent facts regarding mishaps involving State or Federal property damage or injury to Government personnel and to cooperate in any resulting safety investigation. The contractor shall notify (via telephone) the cognizant contracting officer, the State Contracting Officer's Representative, and/or other applicable members within four (4) hours of all mishaps or incidents. The State Contracting Officer's Representative notified by the contractor will in-turn notify the Base Safety office. Contractor notifications made after duty hours shall be reported to the appropriate installation Command Post. If requested by the cognizant KO and/or COR the contractor shall immediately secure the mishap scene/damaged property and impound pertinent maintenance and training records until released by the investigating safety office. If the State and/or Federal Government investigates the mishap, the contractor and the subcontractors shall cooperate fully and assist the State and/or Federal Government personnel until the investigation is completed.

8. **Security**

- a. All personnel employed by the contractor in the performance of this contract, or any representative of the contractor entering the government installation, shall abide by all security regulations of the installation.

- b. The contractor shall supply a list of employees involved with this agreement no less than one week prior to the start of the contract using contractor access form from Pease Security. New employees will not be able to start working until a background check is complete. Each member employed under this contract will be required to be badged by Security Forces prior to the start of this contract. A valid driver's license is required for access to the base.
- c. The contractor shall provide all information required for background checks to meet installation access requirements to be accomplished by the local installation's Security Forces, Director of Emergency Services or local Security Office. The contractor shall ensure compliance with all personal identity verification requirements as directed by DoD, HAF and/or local policy. Should the Force Protection Condition (FPCON) change, the Government may require changes in contractor security matters or processes.
- d. Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (AFI 31-101 and AFI 10-245), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.
- e. All contractor employees, to include subcontractor employees, requiring access to Government Installations, Facilities and Controlled Access areas shall complete AT Level I awareness training within 10 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. Certificates of completion for each affected contractor employee and subcontractor employee will be maintained by the COR or Antiterrorism Representative. AT level I Awareness Training is available through Joint Knowledge Online at <https://jko.jten.mil/courses/at11/launch.html> by completing CBT.

9. **US Safety Act.**

Notwithstanding anything to the contrary, in connection with the US Safety Act, each party waives all claims against the other for damages arising from or related to an act of terrorism, and the parties intend for this waiver to flow down to their respective contractors and subcontractors.

10. 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.
- 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 Workplace.

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.

Buy American Act.

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

Uniform Relocation Assistance and real Property Acquisition Policies.

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
SCOPE OF SERVICES**

SUBJECT: Security Services – State Military Reservation

The scope of services has been redacted in accordance with:

91-A:5 Exemptions. –

VI. Records pertaining to matters relating to the preparation for and the carrying out of all emergency functions, including training to carry out such functions, developed by local or state safety officials that are directly intended to thwart a deliberate act that is intended to result in widespread or severe damage to property or widespread injury or loss of life.

CONFIDENTIAL

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

**EXHIBIT C
CONTRACT PRICE**

SUBJECT: Security Services – State Military Reservation

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

1. The total contract price shall not exceed \$1,942,001.04 without amendment and approval of the Governor and Executive Council.
2. The contract amount for regular security services from July 1, 2022 through June 30, 2024, upon Governor & Council approval, to include the contractor-provided supplies, equipment, property, insurance, and other ancillary costs as specified in Exhibit B, Scope of Services herein, shall be \$1,917,222.00.
 - a. For the period July 1, 2022 through January 31, 2023, the State shall pay to the Contractor seven (7) equal monthly payments of \$103,246.00.
 - b. For the period of February 1, 2023 through September 30, 2023, the State shall pay to the Contractor eight (8) equal monthly payments of \$63,250.00.
 - c. For the period of October 1, 2023 through June 30, 2024, the State shall pay to the Contractor nine (9) equal monthly payments of \$76,500.00.
3. The cost of the contingency line shall not exceed \$24,779.04. These additional security services will be requested by the Department in accordance with Section 3 of the Exhibit B, Scope of Services herein. If provided by the Contractor, these charges shall be invoiced separately.
 - a. The cost per additional shift as requested for the period of July 1, 2022 through June 30, 2024 shall not exceed \$216.56 per shift.
4. Payments 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 Business Office
4 Pembroke Road
Concord, New Hampshire 03301**

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SECURITAS SECURITY SERVICES USA, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on November 25, 2002. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 420411

Certificate Number: 0006088118



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of January A.D. 2023.

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

David M. Scanlan
Secretary of State

Approved by DOJ
[Signature]

Business Information

Business Details

Business Name: SECURITAS SECURITY SERVICES USA, INC.

Business ID: 420411

Business Type: Foreign Profit Corporation

Business Status: **Good Standing**

Business Creation Date: 11/25/2002

Name in State of SECURITAS SECURITY

Incorporation: SERVICES USA, INC.

Date of Formation in Jurisdiction: 11/25/2002

Principal Office Address: 9 CAMPUS DRIVE, PARSIPPANY, NJ, 07054, USA

Mailing Address: C/O LAURA POLTE; LEGAL DEPT., 4330 PARK TERRACE DRIVE, WESTLAKE VILLAGE, CA, 91361, USA

Citizenship / State of Incorporation: Foreign/Delaware

Last Annual Report Year: 2024

Next Report Year: 2025

Duration: Perpetual

Business Email: Lisa.Collet@Securitasinc.com

Phone #: NONE

Notification Email: Lisa.Collet@Securitasinc.com

Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / SECURITY SERVICES	

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- **Contact Us (/online/Home/ContactUS)**

© 2022 State of New Hampshire.

[\(/online/Home/\)](#)  [Back to Home \(/online\)](#)

Principals Information

Name/Title	Business Address
LISA COLLET / Other Officer	4330 PARK TERRACE DRIVE, Westlake Village, CA, 91361, USA
GREG W ANDERSON / President	9 CAMPUS DRIVE, Parsippany, NJ, 07054, USA
GREG W ANDERSON / Director	9 CAMPUS DRIVE, Parsippany, NJ, 07054, USA
MICHAEL C POPE / Secretary	4330 PARK TERRACE DRIVE, Westlake Village, CA, 91361, USA
BRETT A ROSEN / Treasurer	9 CAMPUS DRIVE, Parsippany, NJ, 07054, USA

Page 1 of 2, records 1 to 5 of 8

Registered Agent Information

Name: National Registered Agents, Inc.

Registered Office Address: 2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA

Registered Mailing Address: 2 1/2 Beacon Street, Concord, NH, 03301 - 4447, 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](#)

Certificate of Authority #1

(Corporation, Non-Profit Corporation)

Corporate Resolution Certification of Vote

I, **Lisa M. Collet**, hereby certify that I am duly elected Clerk, Secretary, and/or Officer of Securitas Security Services USA, Inc. I hereby certify the following is a true copy of a resolution/vote taken by unanimous written consent of the Board of Directors of Securitas Security Services USA, Inc. on January 19, 2023.

RESOLVED, that Michael Fiorillo, Area Vice President, is duly authorized to enter into contracts and agreements on behalf of Securitas Security Services USA, 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 judgment be desirable or necessary to affect the purpose of this resolution.

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 listed above currently occupy the position 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: January 26, 2023

Officer's Signature:



Printed Name: Lisa M. Collet

Title: Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2022

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 Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: Securitas.Certrequest@marsh.com CN101410269-ALL-GAUWC-23-24 SUSA NH GL	CONTACT NAME: Anna Martinez PHONE (AG No, Ext): 213-346-5653 FAX (AG No): E-MAIL ADDRESS: Anna.M.Martinez@marsh.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Old Republic Insurance Company 24147
	INSURER B: ACE American Insurance Company 22867
	INSURER C: Steadfast Insurance Company 26387
	INSURER D: N/A N/A
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** LOS-002200564-46 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (IND) (Y/N)	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		MWZY-317382-23	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrences) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	AUTOMOBILE LIABILITY		ISA H1073454A	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:		SXS 5668165 00	01/01/2023	01/01/2024	EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WLR C50707386 (AOS)	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	SCF C50707489 (WI)	01/01/2023	01/01/2024	E.L. EACH ACCIDENT \$ 1,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WCU C50707581 (CA,OH,WA) \$1M SIR	01/01/2023	01/01/2024	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: Contract # 1000723977

Evidence of Insurance only.

CERTIFICATE HOLDER **CANCELLATION**

Department of Military Affairs and Veteran Services Attn: Erin Zayac 4 Pembroke Road Bldg C Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>
--	--



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh Risk & Insurance Services		NAMED INSURED Securitas Holdings, Inc. (See Page 2 for Additional Named Insureds) 4330 Park Terrace Drive Westlake Village, CA 91361	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Named Insureds:
 Securitas Holdings, Inc. including:
 Securitas Security Services USA, Inc.
 Securitas Critical Infrastructure Services, Inc.
 Securitas Electronic Security, Inc.
 Pinkerton Consulting & Investigations Inc.

ENDORSEMENT #001

This endorsement, effective 12:01 a.m., January 01, 2023, forms a part of Policy No.: US00005451LI23A issued to Securitas Holdings, Inc., by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As Required per written Contract	As Required per written Contract	30

All other terms and conditions of the Policy remain unchanged.

CONTINUATION
CERTIFICATE

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, Surety upon

a certain Bond No. 104033932

dated effective February 24, 2009
(MONTH-DAY-YEAR)

on behalf of SECURITAS SECURITY SERVICES USA, INC.
(PRINCIPAL)

and in favor of STATE OF NEW HAMPSHIRE
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on 2/24/2023
(MONTH-DAY-YEAR)

and ending on 2/24/2025
(MONTH-DAY-YEAR)

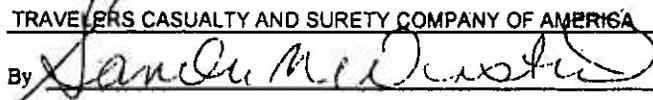
Amount of bond \$ 50,000.00

Description of bond Private Detective Agency and Security Services Bond

Premium: \$ 463.00

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on December 12, 2022
(MONTH-DAY-YEAR)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
By 
ATTORNEY-IN-FACT Sandra M. Winsted



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Sandra M. Winsted of CHICAGO, Illinois, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By:
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 12 day of December, 2022



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

G & C 6-15-22
ITEM # 77

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 12, 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 agreement with Securitas Security Services, USA, Inc., of Manchester, New Hampshire (vendor code #175981), in the amount of \$2,477,904.00, for security services at the State Military Reservation (SMR) in Concord, New Hampshire for the period of July 1, 2022 through June 30, 2024, for the purpose of providing security services at the State Military Reservation in Concord, New Hampshire. **100% Federal Funds.**

2. The Department requests approval to establish a contingency line (2%) as part of the contract total for the contract period of July 1, 2022 through June 30, 2024, in the amount of \$49,558.08, increasing the price limitation from \$2,477,904.00 to \$2,527,462.08. **100% Federal Funds.**

Funds are available in the 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.

02-12-12-120010-2266- Department of Military Affairs and Veterans Services- Army Guard Security:

		FY '23	FY '24
Security Services	10-0120000-22660000-231-500766	\$1,238,952.00	\$1,238,952.00
Contingency	10-0120000-22660000-231-500766	\$24,779.04	\$24,779.04

EXPLANATION

Army National Guard regulations and procedures, as promulgated by the National Guard Bureau, require that selected types of National Guard Facilities be provided security guard protection. These facilities include those that are potential terrorist targets and those which are used to store high cost or large amounts of Federal equipment. The State Military Reservation (SMR) meets the Federal criteria for such protection.

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
May 12, 2022
Page 2 of 2

The Department of Military Affairs and Veterans Services solicited for these security services by posting a request for proposal on the State of New Hampshire Purchase and Property website on March 1, 2022. Two (2) vendors submitted qualified responses. Securitas Security Services USA, Inc. scored the most points in rating the proposals and was awarded the contract, contingent upon G&C approval. This contract is for a two (2) year period with the option for two (2) one year renewals to be negotiated and mutually agreed upon between both parties; the Department of Military Affairs and Veterans Services and Securitas Security Services, USA, Inc.

This contract also includes a contingency line for the purpose of the Department of Military Affairs and Veterans Services to request additional security over and above the regular manning outlined within the Scope of Services. There are situations where additional security guards are needed to cover certain events such as pre and post mobilization events, pre and post deployment ceremonies, special events, statewide pandemic drills, drill weekend traffic control and State Active-Duty Missions.

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

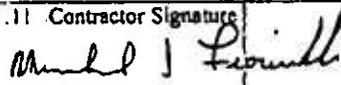
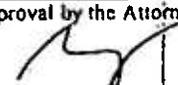
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Securitas Security Services USA, Inc.		1.4 Contractor Address 1100 Elm Street, Suite 203 Manchester, NH 03101	
1.5 Contractor Phone Number (207)773-3332	1.6 Account Number 010-012-22660000-231-500766	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$2,527,462.08
1.9 Contracting Officer for State Agency Erin M. Zayac		1.10 State Agency Telephone Number 603-225-1361	
1.11 Contractor Signature  Date: 5-16-22		1.12 Name and Title of Contractor Signatory Michael J. Fiorillo Area Vice President	
1.13 State Agency Signature  Date: 5-23-22		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: 5/27/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: 77  Secretary of State G&C Meeting Date: JUN 15 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
SECURITY SERVICES- STATE MILITARY RESERVATION**

EXHIBIT A: SPECIAL PROVISIONS.

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

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

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

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

If the Contractor experiences or anticipates any such COVID-19-related impacts to this Agreement, the Contractor shall immediately notify the Contracting Officer. In the event of any COVID-19-related impact or anticipated impact to this Agreement, the Contracting Officer shall have the right to temporarily modify, substitute, or decrease the Services, without the approval of the Governor and Executive Council, upon giving written notice to the Contractor. The State's right to modify includes, but is not limited to the right to modify service priorities, including how and when Services are delivered, and expenditure requirements under this Agreement so as to

Initials: M.F.
Date: 5-16-22

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 9. TERMINATION:** *Add* the following sub-part:
 - 9.1.1 The contractor may terminate the Agreement, in whole or in part, and without cause or penalty upon ninety days' written notice.
 - c. **Provision 10. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION:** Add the following sub-parts:
 - 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.

10.5 Any equipment/software provided by Company (or information collected therewith) in connection with Company's services is for Company's use and will always be Company property. Company is not selling or leasing any of the equipment/software to Client, and Company will remove its equipment/software upon termination of the Agreement.

c. **Provision 13. INDEMNIFICATION:** *remove and replace* with:

Contractor will indemnify, defend and hold harmless the State against any and all claim or liabilities for any personal injury or property damages which arise out of (or which may be claimed to arise out of) the willful or negligent acts of the Contractor or its subcontractors. Contractor's liability for all claims arising under this Contract shall be limited to \$2,080,946.88, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (a) damages for bodily injury, death, damage to real or tangible personal property; (b) intentional or reckless misconduct or negligence; or (c) any other liability that may not be limited under applicable law. In no event shall either party be liable for (i) punitive or consequential damages; (ii) damages arising from events beyond Parties' reasonable control; or (iii) injuries or deaths arising from any conditions of State's premises to the extent such conditions were not caused by the Contractor.

d. **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.

7. Safety

a. **Contractor Compliance.** The contractor and its subcontractors shall comply with Public Law 91-596 (Occupational Safety and Health Act (OSHA)) and the Environmental, Safety, and Occupational Health (ESOH) (DODD 4715.1E). These requirements shall be incorporated into the contractor's safety and health program.

b. **Mishap Notification and Investigation.** The contractor and its subcontractors (if applicable) shall promptly report pertinent facts regarding mishaps involving State or Federal property damage or injury to Government personnel and to cooperate in any resulting safety investigation. The contractor shall notify (via telephone) the cognizant contracting officer, the State Contracting Officer's Representative, and/or other applicable members within four (4) hours of all mishaps or incidents. The State Contracting Officer's Representative notified by the contractor will in-turn notify the Base Safety office. Contractor notifications made after duty hours shall be reported to the appropriate installation Command Post. If requested by the cognizant KO and/or COR the contractor shall immediately secure the mishap scene/damaged

property and impound pertinent maintenance and training records until released by the investigating safety office. If the State and/or Federal Government investigates the mishap, the contractor and the subcontractors shall cooperate fully and assist the State and/or Federal Government personnel until the investigation is completed.

8. Security

a. All personnel employed by the contractor in the performance of this contract, or any representative of the contractor entering the government installation, shall abide by all security regulations of the installation.

b. The contractor shall supply a list of employees involved with this agreement no less than one week prior to the start of the contract using contractor access form from Pease Security. New employees will not be able to start working until a background check is complete. Each member employed under this contract will be required to be badged by Security Forces prior to the start of this contract. A valid driver's license is required for access to the base.

c. The contractor shall provide all information required for background checks to meet installation access requirements to be accomplished by the local installation's Security Forces, Director of Emergency Services or local Security Office. The contractor shall ensure compliance with all personal identity verification requirements as directed by DoD, HAF and/or local policy. Should the Force Protection Condition (FPCON) change, the Government may require changes in contractor security matters or processes.

d. Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (AFI 31-101 and AFI 10-245), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

e. All contractor employees, to include subcontractor employees, requiring access to Government Installations, Facilities and Controlled Access areas shall complete AT Level I awareness training within 10 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. Certificates of completion for each affected contractor employee and subcontractor employee will be maintained by the COR or Antiterrorism Representative. AT level I Awareness Training is available through Joint Knowledge Online at <https://jko.jten.mil/courses/at1/launch.html> by completing CBT.

9. US Safety Act.

Notwithstanding anything to the contrary, in connection with the US Safety Act, each party waives all claims against the other for damages arising from or related to an act of terrorism, and the parties intend for this waiver to flow down to their respective contractors and subcontractors.

10. 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.

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.

Buy American Act.

The state covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10). The Buy American Act gives

preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

Uniform Relocation Assistance and real Property Acquisition Policies.

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
SCOPE OF SERVICES**

SUBJECT: Security Services – State Military Reservation

The scope of services has been redacted in accordance with:

91-A:5 Exemptions. –

VI. Records pertaining to matters relating to the preparation for and the carrying out of all emergency functions, including training to carry out such functions, developed by local or state safety officials that are directly intended to thwart a deliberate act that is intended to result in widespread or severe damage to property or widespread injury or loss of life.

CONFIDENTIAL

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

EXHIBIT C, CONTRACT PRICE

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 \$2,477,904.00 without amendment and approval of the Governor and Executive Council.
2. The contract amount for security services at the State Military Reservation & facilities in Concord, New Hampshire, for the contract period, July 1, 2022, through June 30, 2024, upon Governor & Council approval, 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 \$2,477,904.00. The monthly payment amount of \$103,246.00 shall be paid to the contractor as specified in #5 of this Exhibit.
 - a. Monthly payments shall be paid by the State of New Hampshire to the Contractor for the period July 1, 2022 to June 30, 2024 in twenty four (24) equal monthly payments of \$103,246.00.
3. The cost of the contingency line shall not exceed \$49,558.08. These additional services will be requested by the Contracting Officer or State Security Manager as noted in Exhibit B, Section I, para. 7. If provided, these charges shall be invoiced separately.
 - a. The cost per additional shift as requested for the period July 1, 2022 through June 30, 2024 shall be \$216.56 per shift.
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**

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SECURITAS SECURITY SERVICES USA, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on November 25, 2002. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 420411

Certificate Number: 0005729738



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of March A.D. 2022.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



**State of New Hampshire
Department of State
2022 ANNUAL REPORT**

Filed
Date Filed: 3/28/2022
Effective Date: 3/28/2022
Business ID: 420411
William M. Gardner Secretary of State

BUSINESS NAME: SECURITAS SECURITY SERVICES USA, INC.
BUSINESS TYPE: Foreign Profit Corporation
BUSINESS ID: 420411
STATE OF INCORPORATION: Delaware

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
9 CAMPUS DRIVE PARSIPPANY, NJ, 07054, USA	C/O LAURA POLTE; LEGAL DEPT., 4330 PARK TERRACE DRIVE WESTLAKE VILLAGE, CA, 91361, USA

REGISTERED AGENT AND OFFICE
REGISTERED AGENT: National Registered Agents, Inc. (233324)
REGISTERED AGENT OFFICE ADDRESS: 2 1/2 Beacon Street Concord, NH, 03301 - 4447, USA

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / SECURITY SERVICES	

OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
GREG W ANDERSON	9 CAMPUS DRIVE, Parsippany, NJ, 07054, USA	President
MICHAEL C POPE	4330 PARK TERRACE DRIVE, Westlake Village, CA, 91361, USA	Secretary
BRETT A ROSEN	9 CAMPUS DRIVE, Parsippany, NJ, 07054, USA	Treasurer
GREG W ANDERSON	9 CAMPUS DRIVE, Parsippany, NJ, 07054, USA	Director
JOSE CASTEJON	9 CAMPUS DRIVE, Parsippany, NJ, 07054, USA	Director
BRETT A ROSEN	9 CAMPUS DRIVE, Parsippany, NJ, 07054, USA	Director
MICHAEL C POPE	4330 PARK TERRACE DRIVE, Westlake Village, CA, 91361, USA	Director
LISA COLLET	4330 PARK TERRACE DRIVE, Westlake Village, CA, 91361, USA	Other Officer

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

Title: Secretary
Signature: MICHAEL C POPE
Name of Signer: MICHAEL C POPE

**CERTIFICATE OF ASSISTANT SECRETARY
OF
SECURITAS SECURITY SERVICES USA, INC.,
a Delaware corporation**

The undersigned, Michael Luke, hereby certifies that:

1. He is the duly elected and acting Assistant Secretary Securitas Security Services USA, Inc., a Delaware corporation (the "Company").
2. The following resolutions were duly adopted by the Board of Directors of the Company as of November 7, 2019:

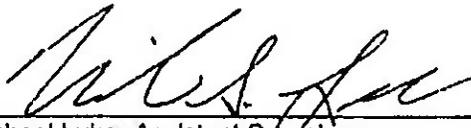
RESOLVED, that the Company authorizes the Region Presidents, Area Vice Presidents, Area Directors, Area Managers and District Managers of the Company to approve and execute bids, proposals, contracts, license applications and bonds, in connection with the furnishing of security services and other services, including implementing documents in furtherance of those items specifically enumerated above, which shall be binding upon this Company, subject to compliance with the Company's Contracts Policies and Procedures in effect from time to time; and

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of the Company may certify and provide a copy of these resolutions upon request to interested parties, and that such certification shall be evidence without further action being required on the part of the recipient, that the person executing the bid, proposal, contract, license application, bond, or implementing document, to which such certification refers or is attached, was properly authorized or designated to sign such bid, proposal, contract, license application, bond, or implementing document and that the same is binding upon this Company in all respects.

3. Said resolutions have not been amended or rescinded and remain in full force and effect as of the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Assistant Secretary as of the 20 day of May, 2022.

[seal]



Michael Luke, Assistant Secretary

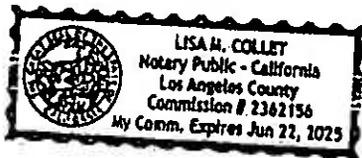
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 20th day of May, 2022
by Michael Luke proved to me on the basis of satisfactory evidence to be the
person who appeared before me.

(seal)





CERTIFICATE OF AUTHORIZATION

Pursuant to the Certificate of Assistant Secretary dated May 20, 2022, I, Michael Luke, as Assistant Secretary of Securitas Security Services USA, Inc., a Delaware corporation (the "Company"), do hereby certify that Mike Fiorillo, as an Area Vice President of the Company, is authorized to sign contracts on behalf of the Company and bind the Company thereto.

Michael Luke 5/26/22
Michael Luke Date
Assistant Secretary

Securitas Security
Services USA, Inc.
4330 Park Terrace Dr.
Westlake Village, CA 91361

Tel 818-706-6800
Fax 818-706-4179
www.securitasinc.com



STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF STATE POLICE

BONDING AGENCY:	
Check Extent of Coverage:	
<input type="checkbox"/>	Individual Only
<input checked="" type="checkbox"/>	Agency & Employees

BOND FOR PRIVATE DETECTIVE AGENCIES
and SECURITY SERVICES

(Two Year Bond)

BOND NUMBER: 104033932

KNOW ALL MEN BY THESE PRESENTS,

That, Securitas Security Services USA, Inc., a(n) Corporation
organized under the laws of the State of Delaware
and having its principal place of business in Illinois
in the County of Morgan, State of Illinois
as Principal, and Travelers Casualty and Surety Company of America a corporation

organized under the laws of the State of Connecticut
and authorized to do business in the State of New Hampshire, as Surety, are holden and bound unto the State of New Hampshire or any person injured by a breach of condition as defined by Chapter 106-F:9 of the New Hampshire Revised Statutes Annotated Supplement, in the sum of FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) to the true payment whereof we bind ourselves, our successors, and assigns, jointly and severally,
firmly by these presents, dated this 2nd day of December, 2008 year

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT

WHEREAS, The principal has made application to the Director of State Police of the State of New Hampshire for a license to engage in the business of a Private Detective Agency or Security Service pursuant to Chapter 106-F, New Hampshire Revised Statutes Annotated Supplement for the period commencing

February 24, 2009 and ending February 24, 2011 unless sooner revoked.
year year

NOW THEREFORE, if said Director of State Police shall grant the application above referred to and the Principal shall comply with the provisions of Chapter 106-F, and the rules and regulations prescribed by the Director of State Police, then this obligation shall be null and void, otherwise, it shall remain in full force.

This bond is for a period commencing the 24th day of February, 2009 and ending the 24th day of February, 2011
year year

IN WITNESS WHEREOF, the Principal and Surety have signed and sealed this Instrument this 2nd day of December, 2008 year

WITNESS

[Signature]
(As to Principal)

[Signature]
Tracy Aston (As to Surety)

Securitas Security Services USA, Inc.

[Signature]
X JAMES H. FOX, Corporate VP & Deputy General Counsel
Travelers Casualty and Surety Company of America
[Signature]
Timone Carhart, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On DEC 02 2008 before me, M. Gonzales, Notary Public, personally appeared Simone Gerhard who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



M. Gonzales
M. Gonzales



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 219442

Certificate No. 002404225

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

E. S. Albrecht Jr., Lisa L. Thomson, C. K. Nakamura, Maria Pena, Tracy Aston, Marina Tapia, Brenda Wong, Michael R. Mayberry, KD Conrad, Joyce Herrin, Simone Gerhard, and Noemi Quiroz

of the City of Los Angeles, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 29th day of May 2008

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 29th day of May 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I herunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

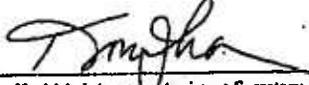
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN TESTIMONY WHEREOF, I have hereunto set my hand and signed the seal of said Companies this DEC 02 2008 day of _____, 20__


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-in-Fact number, the above-named individuals and the details of the bond to which the power is attached.

ACKNOWLEDGEMENT

State of California
County of Los Angeles

On January 9, 2009, before me, MELISSA GUNARTO, NOTARY PUBLIC, personally appeared JAMES H. FOX, CORPORATE VICE PRESIDENT AND DEPUTY GENERAL COUNSEL, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



CONTINUATION
CERTIFICATE

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

, Surety upon

a certain Bond No. 104033932
dated effective February 24, 2009
(MONTH-DAY-YEAR)
on behalf of SECURITAS SECURITY SERVICES USA, INC.
(PRINCIPAL)
and in favor of STATE OF NEW HAMPSHIRE
(OBLIGEE)

does hereby continue said bond in force for the further period

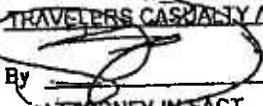
beginning on 2/24/2011
(MONTH-DAY-YEAR)
and ending on 2/24/2013
(MONTH-DAY-YEAR)
Amount of bond \$ 50,000.00

Description of bond Private Detective Agency and Security Services Bond
Premium: \$ 750.00

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on 12/29/2010
(MONTH-DAY-YEAR)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By 
ATTORNEY-IN-FACT Simone Gerhard

CALIFORNIA ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

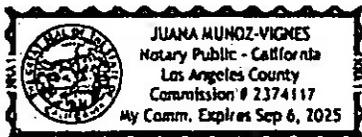
State of California
County of Los Angeles

On March 10, 2022, before me, JUANA MUNOZ-VIGNES, NOTARY PUBLIC, personally appeared MICHAEL LUKE who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

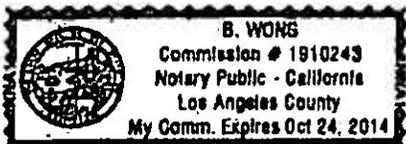
State of California

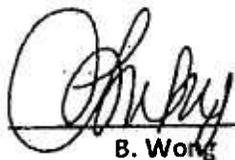
County of Los Angeles

On DEC 29 2010 before me, B. Wong, Notary Public, personally appeared Simone Gerhard who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.




B. Wong

POWER OF ATTORNEY



Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-in Fact No. 222266

Certificate No. 003861245

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

E. S. Albrecht Jr., Lisa L. Thornton, C. K. Nakanura, Maria Pena, Tracy Aston, Marina Tapia, Bronda Wong, Michael R. Mayberry, KD Conrad, Simone Gerhardt, Noomi Quiroz, and Edward C. Spector

of the City of Los Angeles, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of August, 2010.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford is.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 25th day of August, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

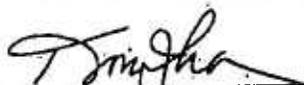
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of DEC 9 2010, 20____


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-in-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

CONTINUATION
CERTIFICATE

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Surety upon

a certain Bond No. 104033932

dated effective February 24, 2009
(MONTH-DAY-YEAR)

on behalf of SECURITAS SECURITY SERVICES USA, INC.
(PRINCIPAL)

and in favor of STATE OF NEW HAMPSHIRE
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on 2/24/2013
(MONTH-DAY-YEAR)

and ending on 2/24/2015
(MONTH-DAY-YEAR)

Amount of bond \$ 50,000.00

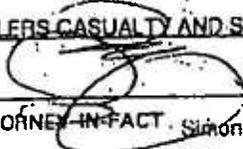
Description of bond Private Detective Agency and Security Services Bond

Premium \$ 750.00

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on 12/18/2012
(MONTH-DAY-YEAR)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By 
ATTORNEY-IN-FACT Simone Gerhard

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On DEC 18 2012 before me, Edward C. Spector, Notary Public, personally appeared Simone Gerhard who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the Instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Edward C. Spector
Edward C. Spector, Notary Public



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225449

Certificate No. 004995440

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Tracy Aston, Kristine Mandez, KD Conrad, Simone Gerhard, Edward C. Spector, Paul Rodriguez, Lisa K. Crail, B. Aleman, Daravy Mady, and James Ross

of the City of Los Angeles State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of August, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 10th day of August, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

CONTINUATION
CERTIFICATE

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

, Surety upon

a certain Bond No. 104033932

dated effective February 24, 2009
(MONTH-DAY-YEAR)

on behalf of SECURITAS SECURITY SERVICES USA, INC.
(PRINCIPAL)

and in favor of STATE OF NEW HAMPSHIRE
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on 2/24/2015
(MONTH-DAY-YEAR)

and ending on 2/24/2017
(MONTH-DAY-YEAR)

Amount of bond \$ 50,000.00

Description of bond Private Detective Agency and Security Services Bond

Premium: \$ 750.00

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on 12/10/2014
(MONTH-DAY-YEAR)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By _____
ATTORNEY-IN-FACT Simone Gerhard

CONTINUATION
CERTIFICATE

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

, Surety upon:

a certain Bond No. 104033932
dated effective February 24, 2009
(MONTH-DAY-YEAR)
on behalf of SECURITAS SECURITY SERVICES USA, INC.
(PRINCIPAL)
and in favor of STATE OF NEW HAMPSHIRE
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on 2/24/2017
(MONTH-DAY-YEAR)

and ending on 2/24/2019
(MONTH-DAY-YEAR)

Amount of bond \$ 50,000.00

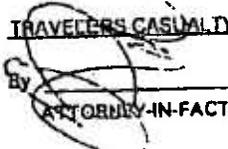
Description of bond Private Detective Agency and Security Services Bond

Premium: \$ 463.00

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on 12/14/2016
(MONTH-DAY-YEAR)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By  ATTORNEY-IN-FACT Simone Gerhard

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

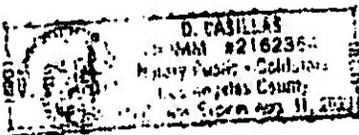
State of California

County of Los Angeles

On DEC 17 2016 before me, D. Casillas, Notary Public, personally appeared Simone Gerhard who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____

Handwritten signature of the notary public, D. Casillas, in black ink.

Signature of Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

POWER OF ATTORNEY

TRAVELERS

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-in-Fact No. 230610

Document No. 006820863

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin therein collectively called the "Companies", and that the Companies do hereby make, constitute and appoint

Tracy Aston, Kristine Mendez, KD Conrad, Simone Gerhard, Edward C. Spector, Lisa K. Crail, B. Aleman, Misty Wright, Renato F. Reyes, April Martinez, and Marina Tapia

of the City of Los Angeles, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 2nd day of June, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Rancy, Senior Vice President

On this 2nd day of June, 2016, before me personally appeared Robert L. Rancy, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

CONTINUATION
CERTIFICATE

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, Surety upon

a certain Bond No. 104033932
dated effective February 24, 2009
(MONTH-DAY-YEAR)
on behalf of SECURITAS SECURITY SERVICES USA, INC.
(PRINCIPAL)
and in favor of STATE OF NEW HAMPSHIRE
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on 2/24/2021
(MONTH-DAY-YEAR)
and ending on 2/24/2023
(MONTH-DAY-YEAR)
Amount of bond \$ 50,000.00

Description of bond Private Detective Agency and Security Services Bond

Premium: \$ 463.00

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on March 4, 2022
(MONTH-DAY-YEAR)



By *Sandra M. Winsted*
AGENT-IN-FACT Sandra M. Winsted



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Sandra M. Winsted of CHICAGO, Illinois their true and lawful Attorney(s)-In-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of Indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company, may be affixed, by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 4 day of March 2022




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

21.5300 C

The State of New Hampshire

Department of Safety
Division of State Police
Concord, NH 03305



LICENSE AS A SECURITY GUARD AGENCY

LICENSE NO. SA-1404

SECURITAS SECURITY SERVICES USA, INC

This certifies that _____

of the City or Town of PARSIPPANY

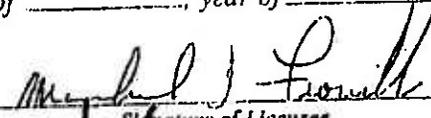
in the State of NEW JERSEY

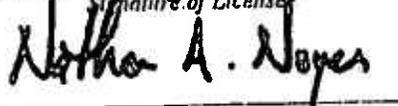
is hereby licensed as a Security Guard Agency doing business at _____
9 CAMPUS DRIVE, PARSIPPANY, NJ 07054
1100 ELM STREET, SUITE 203, MANCHESTER, NH 03101

in accordance with the Statutes of the State of New Hampshire.

THIS LICENSE WILL EXPIRE TWO YEARS FROM DATE OF ISSUE.

Dated at Concord, this 17TH day of MARCH, year of 2021


Signature of Licensor


Director of State Police

Colonel Nathan A Noyes

YSFAMC411



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/25/2022

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 Marsh Risk & Insurance Services CA License #0437153 833 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: Securitas.Certrequest@marsh.com CN101410269-ALL*-GALWx-22-23 SUSA MI GL	CONTACT NAME: PHONE (A/C, No. Ext.): FAX (A/C, No.): E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Securitas Holdings, Inc. (See Page 2 for Additional Named Insureds) 4330 Park Terrace Drive Westlake Village, CA 91361	INSURER A: XL Insurance America Inc. NAIC # 24654	
	INSURER B: ACE American Insurance Company 22687	
	INSURER C: Indemnity Insurance Company of North America 43575	
	INSURER D: ACE Fire Underwriters Insurance Company 20702	
	INSURER E: Allstate FM Insurance Company 10014	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** LOS-002465006-17 **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.

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Excess of \$500,000 SIR GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X X	US00005451L122A	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGO \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X X	ISA1125553123	01/01/2022	01/01/2023	COMBINED SINGLE LIMT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		US00005452L122A	01/01/2022	01/01/2023	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	X	WLR C68924763 (AOS) SCF C68924790 (WI)	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000
D		N/A	WLR C68924716 (MA,AZ)	01/01/2022	01/01/2023	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
B			WCU C68924832 (CA,OH,WA) \$1M SIR	01/01/2022	01/01/2023	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Builders Risk / Installation Floater		1078838	04/30/2021	04/30/2022	Limit 10,000,000 Deductible: 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Contract No.: 2060013996, Pease Air National Guard Base, 4 Pembroke Road, Bldg. C, Concord, NH 03301

State of New Hampshire is named as Additional Insured where required by executed written contract between the insured and the Certificate Holder (or between the insured and its client, if different from the Certificate Holder), and in accordance with the terms and conditions of such contract and the terms and conditions of the insurance policy. Acts or omissions of Additional Insureds are not covered under any circumstances. Additional insured coverage does not apply to the above Workers Compensation policy. Where required under executed written contract and where applicable waiver of subrogation applies.

CERTIFICATE HOLDER Pease Air National Guard Base Department of Military Affairs and Veterans Services Erin Zayac 4 Pembroke Road Bldg C Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services
--	--

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CN101410269

LOC #: Los Angeles



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED Securitas Holdings, Inc. (See Page 2 for Additional Named Insureds) 4330 Park Terrace Drive Westlake Village, CA 91361	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Other deductibles may apply as per policy terms and conditions.

Additional Named Insureds:

Securitas Holdings, Inc. including:
Securitas Security Services USA, Inc.
Securitas Critical Infrastructure Services, Inc.
Securitas Electronic Security, Inc.
Pinkerton Consulting & Investigations Inc.

ENDORSEMENT

This endorsement, effective 12:01 a.m., January 01, 2022 forms a part of Policy No. US00006451LI22A issued to Securitas Holdings, Inc. by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As required by a written contract or written agreement. All certificate holders on file with the insured.		30 All Other 10 for Nonpayment

All other terms and conditions of the Policy remain unchanged.

Zayac, Erin

From: DAS: NH Purchasing
Sent: Tuesday, March 1, 2022 2:34 PM
To: Zayac, Erin; DAS: NH Purchasing
Subject: RE: Request for Proposal for Posting

Good Afternoon Erin,

RFP DMAVS 2022-01 has been posted to the web site per your request as follows:

Statewide Bids and Proposals | Procurement and Support Services | NH Department of Administrative Services

Description	Bid	Attachments	Addendum
Security Services at the State Military Reservation in Concord, New Hampshire	RFP DMAVS 2022-01	Attachment 1 Attachment 2	

Regards,

David Heslin

Purchasing Assistant
State of New Hampshire
Department of Administrative Services
Bureau of Purchase and Property
25 Capitol Street, RM 102
Concord, NH 03301
Work: (603) 271-0579

From: Zayac, Erin <Erin.M.Zayac@DMAVS.nh.gov>
Sent: Tuesday, March 1, 2022 1:34 PM
To: DAS: NH Purchasing <NH.Purchasing@das.nh.gov>
Subject: Request for Proposal for Posting

Good Afternoon-

Please post the attached DMAVS RFP 2022-01 to the purchase and property website NLT 4:00pm today.

Please post the Scoring Document as an attachment #1 and the example P-37 as Attachment #2.

Thank you-

Erin Zayac
Administrator of Business Operations
State of NH Department of Military Affairs and Veterans Services
P: 603-225-1361 | F: 603-225-1341
A: 4 Pembroke Road, Concord, NH 03301

SECURITY SERVICES – STATE MILITARY RESERVATION 2022 - 2024

POINTS FOR PROFILE, QUALIFICATIONS, ASSIGNMENTS, REFERENCES

COMPANY	PROFILE, QUALS, ASSIGN	REFERENCES	TOTAL
Securitas Security Services USA, Inc.	100	12	112
Allied Universal Security Services	52	3	55

H. C. - Associates Degree in Business Management. Has over twenty-five (25) years with the State of New Hampshire. Spent (20) years working as a Programmer/Analyst for New Hampshire Department of Administrative Services. This involved developing programs and detailed procedure manuals for various agencies including law enforcement and correctional agencies. Prepared and reviewed RFPs for various statewide IT equipment and systems.

B. F. – Master’s Degree in National Security & Emergency Management. Lieutenant Colonel with twenty (20) years of active service on both Active Duty and New Hampshire Army National Guard. Director of Military Support (DOMS) and former Anti-Terrorism/Force Protection Officer for the State. Currently manages 1 State Employee, 3 National Guard Soldiers and oversees the current security operations for the State Military Reservation and Army Air Facility both located in Concord, NH.

D. B. - Bachelor of Arts Degree in Security Management. State Employee, Department of Military Affairs and Veterans Services (DMAVS). Has been with DMAVS as the Antiterrorism Program Manager for more than four (4) years working closely with the security provider handling many of the day-to-day operations. Has over twenty-eight (28) years active duty service with the New Hampshire Army National Guard.

J. P. – Bachelor of Arts Degree in Applied Management. Major with thirteen (13) years experience. Newly assigned as NHNG Antiterrorism / Force Protection Officer and Joint Operations Center OIC. Has served in a wide variety of fields within the NHNG, including Military Police, Public Affairs, Operations, Intelligence, Communications, Information Operations, and several years full-time as Geospatial Manager.

Rating Panel Moderator:

E. Z. – State Employee, Department of Military Affairs and Veterans Services. Master of Business Administration (MBA). Seven (7) years of private sector experience within New Hampshire’s Hospitality Industry overseeing business operations while implementing and refining business-related procedures to improve efficiency. Eight (8) years of service with the State of New Hampshire in various capacities including Financial Management and Analysis, Project Management and Operations. Has worked with the Department of Military Affairs and Veterans Services for the last three (3) years overseeing the business operations of the Department including procurement processes.