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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

December 19, 2024

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with American Alliance Security Agency, Inc., (VC#313665), Manchester, NH for a total price not to exceed \$184,756.00 for security services at the former Laconia State School property. The term of the contract shall begin on January 31, 2025, or upon approval of the Governor and Executive Council whichever is later, through January 31, 2027, with the option to extend for an additional one-year period. **100% General Funds.**

Funds are available in the following account for Fiscal Year 2025 and are anticipated to be available in Fiscal Year 2026 and 2027, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

01-14-14-141510-21380000- Lakes Region Facility

State FY	Class-Account	Class Title	Amount
2025	048-500226	Contract Repairs; Bldg. Grounds	\$ 38,735
2026	048-500226	Contract Repairs; Bldg. Grounds	\$ 91,618
2027	048-500226	Contract Repairs; Bldg. Grounds	\$ 54,403
		TOTAL	\$ 184,756

EXPLANATION

In accordance with RSA 21-I: 12, II, the Department of Administrative Services (DAS), Division of Plant and Property Management is responsible to “provide for the general maintenance of state-owned buildings and grounds, except as otherwise provided by law.” DAS maintains approximately 96 state owned facilities located throughout the State.

The Department of Corrections consolidated their operations and closed the correctional facility in Laconia on June 30, 2009. The former Laconia Correctional Facility was located on state property that

formerly housed the Laconia State School. The property consists of approximately 200 acres, 6.5 miles of roads and over 30 buildings. During the committee of conference in late June of 2009, the Legislature transferred maintenance responsibilities for the campus from the Department of Corrections to the Department of Administrative Services.

Beginning in November 2023 DAS has been in several short-term contracts for security services at the Laconia State School in anticipation of the successful sale of the property. The most recent security services contract was approved by the Governor and Council on May 15, 2024, for a six-month term ending November 16, 2024. DAS, through the Bureau of Purchase and Property, issued another request for bid (RFB) 2979-25 for security services at the Laconia State School property on October 30, 2024, with responses due on November 13, 2024. The RFB reached 77 vendors through the NIGP registry with an additional 18 directly sourced. There were five compliant responses received. The lowest bidder could not move forward with the pricing it submitted and the second lowest bid was from American Alliance Security Services, Inc. Attached is a copy of the results.

A two-year contract with American Alliance Security Services, Inc. is requested to cover unanticipated delays of the sale of the Laconia State School property, however, there is a provision in the contract for security services to terminate upon the sale of the property.

Based on the foregoing, I am respectfully recommending approval of the contract with American Alliance Security Services, Inc.

Respectfully submitted,



Charles M. Arlinghaus,
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Lakes Region Property Security Services	Agency	Central Facilities Bureau
RFB#	2979-25	Requisition#	N/A
Agent Name	James Poulin	Bid Closing	11/13/2024

Indicates Award

Est. Annual Usage	UOM	Product Description	Diplomatic Security LLC		American Alliance Security Agency, Inc.		Platt Enterprises Inc. d/b/a Signal of Concord		Granite Security Service LLC		ACT Protective Services, LLC		Expiring Contract		
			Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	
2210	Hours	Fully Loaded Hourly Rate	\$35.50	\$78,455.00	\$38.00	\$83,980.00	\$45.25	\$100,002.50	\$46.00	\$101,660.00	\$47.38	\$104,709.80	\$36.75	\$81,217.50	
Sub Total				\$78,455.00		\$83,980.00		\$100,002.50		\$101,660.00		\$104,709.80		\$81,217.50	
Estimated annual spend								\$83,980.00		Expiring contract annual				\$81,217.50	
Estimated term spend								\$167,960.00		Expiring contract term				\$162,435.00	
Add allowance for balance of product line								\$16,796.00		Cost increase/Savings X% or				\$5,525.00	
Recommended price limitation								\$184,756.00		Delta: new vs. expiring				3%	

Recommendation Summary			
Statewide Contract or Amendment	Single Agency Service Contract		
Term of Contract	2 Years		
Price Limitation	Recommended price limitation		
Number of Solicitations Received	5		
Number of Sourced bidders	18		
Number of NIGP Vendors Sourced	77		
Number of non-responsive bidders	90		
P-37 Checklist Complete			
D&B Report Attached			
Method of Payment (P-card/ACH)			
Total Cost Increase (\$/%)	\$5,525.00	3%	Increase
Special Notes: Diplomatic Security LLC withdrew from the bid because they could not hold their pricing. Their revised pricing made American Alliance Security Agency, Inc. the lowest bidder.			

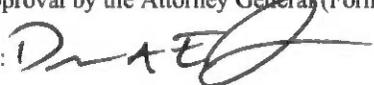
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capital Street Concord, NH03301	
1.3 Contractor Name American Alliance Security Agency, Inc.		1.4 Contractor Address 66 Hanover Street #200 Manchester, NH 03101	
1.5 Contractor Phone Number (603) 722-6363	1.6 Account Unit and Class 21380000-048-500226	1.7 Completion Date January 31, 2027	1.8 Price Limitation \$184,756.00
1.9 Contracting Officer for State Agency Donald Perrin		1.10 State Agency Telephone Number (603) 271-7774 (603) 688-5159 (cell)	
1.11 Contractor Signature  Date: 11/27/2024		1.12 Name and Title of Contractor Signatory Azmir Lilic, Chief Executive Officer	
1.13 State Agency Signature  Date: 12/24/24		1.14 Name and Title of State Agency Signatory Charles Arlinghaus, Commissioner	
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: 1/7/25			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

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

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Exhibit A
Special Provisions

1. No Special Provisions.

EXHIBIT "B"

SCOPE OF SERVICES

1. The Contractor shall provide "Security Services" to land and buildings at the Lakes Region Facility formerly known as the Laconia State School located at 1 Right Way Path, Laconia, NH. The property consists of approximately 200 acres with approximately 30 buildings. See Appendix-1.
2. The term "Security Services" as used above shall include providing all necessary supervision, labor, materials, transportation, tools, communication devices, equipment, and machinery necessary to satisfactorily complete the Security Services as described herein.
3. "Security Services" shall include the following at a minimum:
 - a. The Contractor shall complete security patrols through the Lakes Region Property, three (3) times per day, seven days per week at random time intervals to include night patrols, each day.
 - b. Each security patrol shall be approximately two (2) hours in duration. The security patrols shall be conducted by uniformed personnel and include walk abouts, window and door checking and mobile checks in fully marked mobile patrol vehicles.
 - c. Any modifications to the security patrol duration and or frequency must be approved in advance by the State Project Manager.
 - d. Security personnel shall be on the lookout for any criminal activity in progress or evidence of vandalism or building break ins.
 - e. The Contractor shall notify the State if they discover any building security issues that need to be addressed by the State.
 - i. In addition, if the Contractor discovers any suspicious and or potential criminal activity during their security patrols, they shall contact the Laconia Police Department.
 - ii. The Contractor shall cooperate and assist the State and Laconia Police Department and or State Police with any security related incidents that they have knowledge of.
 - f. The Contractor shall provide reports on a weekly basis to the State detailing the date, time and description of the security patrols including any security issues that were encountered during the respective security patrols of the Lakes Region Property.
4. The term of this contract shall be upon approval of the Governor and Executive Council for a two year term, expiring January 31,2027. The contract may be extended for one additional year at terms and conditions agreed upon by both parties. Any such extension shall be subject to NH Governor and Council approval.

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

Donald Perrin
State of New Hampshire
19 Pillsbury Street, 2nd Floor
Concord, NH 03301

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

EXHIBIT "C"

PAYMENT TERMS

1. The Contractor hereby agrees to provide "Security Services" at the Lakes Region Facility for a not to exceed total of **\$184,756.00** for the period commencing on Governor and Council approval, for a term of two years (herein after referred to as the contract price) in return for the services described in Exhibit "B".
2. The Security Services shall be invoiced at a rate of **\$38.00** per hour. The hourly rate shall be for the actual amount of time Security Services are performed on site at the Lakes Region Facility. The hourly rate shall be a fully loaded rate and include all expenses related to providing these Security Services including but not limited to labor, supervision, patrol vehicle(s), transportation, tools, communication devices, equipment, uniforms, training, insurance, materials supplies, and machinery required to successfully complete the Security Services as described in Exhibit "B". Special charges, surcharges, processing charges, or fuel charges of any kind (by whatever name) may not be added on at any time.
3. The Contractor shall submit invoices to the State at the hourly rate stated above. Invoices shall be submitted to the State on a bi-weekly basis after completion of the Security Services. The invoices shall include detail including the date and time frame for each security patrol. Invoices shall be submitted on a bi-weekly basis to:

DAS: Central Facilities Accounts Payable
CFB.AP@das.nh.gov

OR to:

The Central Facilities Bureau
State of New Hampshire
Department of Administrative Services
19 Pillsbury Street, Second Floor
Concord, NH 03301

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

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 AMERICAN ALLIANCE SECURITY AGENCY, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on May 19, 2021. 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: 871905

Certificate Number: 0006660675



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Certificate of Authority # 5

(Sole Proprietor)

Sole Proprietor Certification of Authority

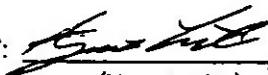
I, Azmir Lilic, hereby certify that I am the Sole Proprietor
(Name)

Of American Alliance Security Agency, Inc. which is a tradename registered with the Secretary of State
(Name of Business)

under RSA 349. I certify that I am the sole owner of my business and of the tradename.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the business. This authority shall remain valid for thirty (30) days from the date of this Corporate Resolution.

DATED: 12/11/2024

ATTEST:  CEO
(Name & Title)

