

CJG



# State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

**EDDIE EDWARDS**  
ASSISTANT COMMISSIONER

**STEVEN R. LAVOIE**  
ASSISTANT COMMISSIONER

**ROBERT L. QUINN**  
COMMISSIONER

86

January 13, 2025

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

### REQUESTED ACTION

Authorize the Department of Safety, Division of State Police, to enter into a contract with Vets Securing America, Inc (VC #218189-B001), 3363 E Commerce St, Suite 132, Santonio, TX 78220, in an amount not to exceed \$3,087,547.00 to provided trained, armed personnel to augment the State office Campus Police Force (SOCPF) in providing security coverage to the New Hampshire Hospital (NHH). Effective upon Governor and Council approval through December 31, 2026, with the option to extend for two (2) one-year periods at the sole discretion of the State. **100% Transfer from Other Agencies**

Funds are anticipated to be available in SFY2025, SFY2026 and SFY2027 contingent upon continued appropriations with the authority to adjust between fiscal years through the Budget Office, if needed and justified.

	<u>SFY2025</u>	<u>SFY2026</u>	<u>SFY2027</u>
02-23-23-234010-42150000 – Dept. of Safety –			
Division of State Police – NHH Security	\$686,121.00	\$2,058,365.00	\$343,061.00
103-502664 – Contracts for Operational Services			
	<b>TOTAL \$3,087,547.00</b>		

### EXPLANATION

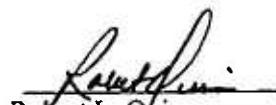
The purpose of this contract will be to supply security and dispatch services for the New Hampshire State Office Complex at the Governor Hugh Gallen State Office Complex and NHH in accordance with RSA 21-P:7-b and RSA 21-P:7-c. For the past 19 years, NHH and the Department of Safety (DOS) have had a memorandum of understanding (MOU) in place to provide for the security of Governor Hugh Gallen State Office Complex and NHH. DOS State Troopers have provided this security, which has been financially supported by NHH. Following the events of November 17, 2023, DOS completed a comprehensive safety and security assessment and, along with agreement from NHH and DHHS leadership, determined that an enhanced security force would ensure the safety of staff, patients, and visitors at NHH.

Her Excellency Governor Kelly A. Ayotte  
and the Honorable Council  
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This contract provides trained, armed personnel to augment the SOCPF in providing security coverage to the NHH by conduction patrol and inspections of the facility and grounds, monitoring access control as well as points of ingress/egress for staff, patients and visitors.

The Division of State Police released a Request for Proposal (RFP DOS 2024-017). The RFP was posted on the Purchase & Property website from March 27, 2024, to May 8, 2024. As a result, four (4) proposals were received and evaluated by a committee. The contract was awarded to Vets Securing America, Inc, as the proposal that complied with the RFP requirements.

Respectfully submitted,



Robert L. Quinn  
Commissioner of Safety

**BID SUMMARY FOR REQUEST FOR PROPOSAL**

<b>RFP # RFP DOS 2024-017</b>	<b>SERVICES BID: SECURITY AND DISPATCH SERVICES FOR THE NEW HAMPSHIRE STATE OFFICE COMPLEX/NEW HAMPSHIRE HOSPITAL</b>
<b>DATE POSTED: 3/26/2024</b>	<b>DATE CLOSED: 5/8/2024</b>

**RFP SCORING SUMMARY**

<b>RFP CRITERIA</b>	<b>MAX # OF PTS.</b>	<b>VENDOR NAME GRANITE SECURITY COMPLIANT</b>	<b>VENDOR NAME SECURITAS COMPLIANT</b>	<b>VENDOR NAME TARIAN COMPLIANT</b>	<b>VENDOR NAME VETS SECURING AMERICA COMPLIANT</b>
1. Staffing Qualifications	20	10.8	17.8	14.4	16.4
2. Staffing Experience	20	9.4	17.4	13.8	17.2
3. Vendor Experience	15	6.8	13.6	10.8	13.2
4. Vendor Supplied Equipment & Training	15	5.2	13.2	10.2	13.0
5. Price Proposal	30	20.5	19.9	30.0	26.2
<b>TOTAL POINTS</b>	<b>100</b>	<b>52.7</b>	<b>81.9</b>	<b>79.2</b>	<b>86.0</b>

**DEFINITIONS OF EACH SCORING CRITERIA**

1. Staffing Qualifications (certifications per person) – Provide listings by staff- person and certification(s)
2. Staffing Experience – Provide positive references from similar contract of equal scope and scale
3. Vendor Experience – (qualifications/similar assignments/references from similar contracts of service/scope/scale)
4. Vendor Supplied Equipment & Training (overview of Vendor’s equipment and training)
5. Price Proposal – Total costs

**EVALUATION COMMITTEE MEMBERS AND QUALIFICATIONS**

<b>NAME AND POSITION TITLE OF EVALUATOR</b>	<b>EVALUATOR'S QUALIFICATIONS</b>
Captain Brendan Davey	NHSP Area Captain with oversight for the SOC Police Force, and NHSP Troops. Has had assignments at NHH.
LT Roy Pywell	Commander of the State Office Complex Police Force.
SGT Justin Rowe	NHSP Sergeant with the Major Crimes Unit, as well as assignments at NHH.
Ellen LaPointe	CEO of New Hampshire Hospital.
Timothy Whitman	Chief Operating Officer, New Hampshire Hospital
Amy Newbury	Director, Department of Safety Division of Administration
Nathan White	NH DHHS Chief Financial Officer

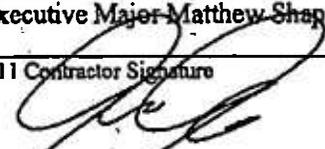
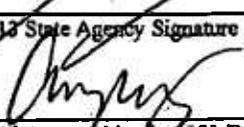
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Dept of Safety, Division of State Police		<b>1.2 State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3 Contractor Name</b> Vets Securing America, Inc.		<b>1.4 Contractor Address</b> 3363 E Commerce St. Suite 132 San Antonio, TX 78220	
<b>1.5 Contractor Phone Number</b> (800)441-1808	<b>1.6 Account Unit and Class</b> AU - 4215 Class - 103	<b>1.7 Completion Date</b> 12/31/2026	<b>1.8 Price Limitation</b> \$3,087,547.00
<b>1.9 Contracting Officer for State Agency</b> Executive Major Matthew Shapiro		<b>1.10 State Agency Telephone Number</b> 603-223-8775	
<b>1.11 Contractor Signature</b>  Date: 1/3/2025		<b>1.12 Name and Title of Contractor Signatory</b> Jerry Gregory, President Gerald dc EG 01/10/2025	
<b>1.13 State Agency Signature</b>  Date: 1/13/25		<b>1.14 Name and Title of State Agency Signatory</b> Amy L. Newbury, Director of Administration Department of Safety	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b>  By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b>  By: _____ On: _____			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b>  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.

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

**23. 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.

**24. 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.

**25. 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 SAFETY  
DIVISION OF STATE POLICE**

**SECURITY AND DISPATCH SERVICES FOR THE NEW HAMPSHIRE STATE  
OFFICE COMPLEX/NEW HAMPSHIRE HOSPITAL**

**EXHIBIT A: SPECIAL PROVISIONS**

There are no special provisions.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
DIVISION OF STATE POLICE**

**SECURITY AND DISPATCH SERVICES FOR THE NEW HAMPSHIRE STATE  
OFFICE COMPLEX/NEW HAMPSHIRE HOSPITAL**

**EXHIBIT B: SCOPE OF SERVICES**

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.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
DIVISION OF STATE POLICE**

**SECURITY AND DISPATCH SERVICES FOR THE NEW HAMPSHIRE STATE OFFICE  
COMPLEX/NEW HAMPSHIRE HOSPITAL**

**EXHIBIT C: METHOD OF PAYMENT AND PRICING**

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 \$3,087,547.00 without amendment and approval of the Governor and Executive Council.
2. The contract amount for security services at the New Hampshire State Office Complex/New Hampshire Hospital in Concord, New Hampshire, upon Governor & Council approval through December 31, 2026 with an option to extend for two (2) one (1) year periods at the sole option of the State and with Governor and 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 not exceed \$3,087,547.00. Monthly payments shall be paid to the contractor upon submission of a correct invoice.
3. The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices shall be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such a payment; dates of performance. Upon acceptance of the service, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.
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.

**INVOICE ADDRESS**

Invoices may be sent to:

Department of Safety  
[AccountsPayable@nh.dos.gov](mailto:AccountsPayable@nh.dos.gov)

**PAYMENT ADDRESS**

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments:  
<https://www.nh.gov/treasurv/state-vendors/index.htm>

**OVERPAYMENTS TO THE CONTRACTOR**

The Contractor shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

**CREDITS**

The State may apply credits due to the State arising out of this Contract, against the Contractor's invoices with appropriate information attached.

**PAYMENT SCHEDULE**

**9.1 Calculation of monthly charges.**

From the date of Department of Safety System Acceptance, monthly payment for services is calculated and invoiced using the rates in the Contract Pricing and Fee Schedule.

**9.2 Contract Pricing and Fee Schedule**

**Contract Price: Hourly Rate breakdown (to include Contractor- Furnished Equipment)**

Hourly Rates (per person)			
Position	1 <sup>st</sup> Shift 0600-1400 daily	2 <sup>nd</sup> Shift 1400-2200 daily	3 <sup>rd</sup> Shift 2200-0600 daily
Security Guard I (2 armed on 1 <sup>st</sup> & 2 <sup>nd</sup> shift, one armed on 3 <sup>rd</sup> (all must be qualified armed security))	\$47.14	\$47.14	\$47.14
Position	1 <sup>st</sup> Shift 0600-1400 daily	2 <sup>nd</sup> Shift 1400-2200 daily	3 <sup>rd</sup> Shift 2200-0600 daily
Security Guard II (2 security guards on all shifts; these guards will provide internal response within the NHH)	\$47.14	\$47.14	\$47.14
Shift Supervisor (1 per shift from the above positions). This is not an additional person.	\$48.91	\$48.91	\$48.91
Optional Part B Hourly Rates (per person) (base line Saturday/Sunday 3 shifts)			
Communications Specialist/Dispatcher	\$47.14	\$47.14	\$47.14
Optional Part C Hourly Rates (per person)			
Additional Security Guard II	\$47.14	\$47.14	\$47.14

Contractor Initials 5.6  
Date 1/10/2025

# 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 VETS SECURING AMERICA, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on December 01, 2016. 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: 760647

Certificate Number: 0006826148



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 31st day of December A.D. 2024.

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

David M. Scanlan  
Secretary of State



**VETS SECURING AMERICA**



Security Guard Services • Stakeholder Communication • Rapid Response • Guard Location Tracking



## VETS SECURING AMERICA

(800) 441-1808  
vetssecuringamerica.com

1125 W. 190th St.  
Los Angeles, CA 90248

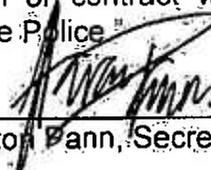


Licensed  
Nationwide

### CERTIFICATE OF VOTING RESOLUTION

I, Aaron Pann, Secretary of Vets Securing America, Inc., a C corporation, hereinafter referred to as the "Corporation", do hereby certify that the following is a full, true and correct copy of a resolution duly adopted by the Board of Directors of the Corporation at its meeting duly called and held at the office of the Corporation, 1125 W. 190th Street, Los Angeles, CA 90248; this 30<sup>th</sup> day of September, 2024, which a quorum was present and acting throughout, and that said resolution has not been modified, amended or rescinded and continues in full force and effect:

"Resolved that Gerald Gregory, President, is hereby authorized to execute on behalf of the Corporation any bid, proposal or contract for the sale or rental of the products of the Corporation or for services to be performed by the Corporation, and to execute any bond required by any such bid, proposal or contract with the State of New Hampshire Department of Safety Division of State Police"

  
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Aaron Pann, Secretary

**AMERICAN OWNED | VETERAN OPERATED**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/30/2024

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 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).

<b>PRODUCER</b> El Dorado Insurance Agency, Inc. El Dorado Sec Svcs Ins Agy 3673 Westcenter Drive Houston TX 77042	<b>CONTACT NAME:</b> Jennifer LeRoy <b>PHONE (A/C No. Ext):</b> (713) 521-9251 <b>FAX (A/C. No):</b> (713) 521-0125 <b>E-MAIL ADDRESS:</b> jleroy@eldoradoinsurance.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER B: National Union Fire Ins Co Pittsburgh I</td> <td>19445</td> </tr> <tr> <td>INSURER C: Endurance American Specialty Insurance</td> <td>41718</td> </tr> <tr> <td>INSURER D: Sunz Insurance Company</td> <td>34762</td> </tr> <tr> <td>INSURER E: Hartford Fire Insurance Co.</td> <td>19682</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Insurance Company	19437	INSURER B: National Union Fire Ins Co Pittsburgh I	19445	INSURER C: Endurance American Specialty Insurance	41718	INSURER D: Sunz Insurance Company	34762	INSURER E: Hartford Fire Insurance Co.	19682	INSURER F:
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<b>INSURED</b> Vets Securing America, Inc. 3363 E Commerce St Suite 132 San Antonio TX 78220														

COVERAGES CERTIFICATE NUMBER: Vets TX (12/24) REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			080878076	11/19/2024	11/22/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ INCLUDED \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			019321961	11/19/2024	11/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			ELD30073718000	11/22/2024	11/22/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC100-00161-025	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	1st & 3rd Party Crime			138DDIT8512	11/24/2024	11/24/2025	Aggregate 2,000,000

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

### CERTIFICATE HOLDER

### CANCELLATION

N.H. Department of Safety Division of State Police 33 Hazen Drive Concord, NH 03305	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 R.L. Ring, Jr./JL03
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