



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

131

March 25, 2026

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

February 13, 2026

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

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS) to enter into a **Sole Source** amendment to an existing contract (Contract #8003571) with ENE Security LLC (VC#445875), Salem, NH, for alarm and access control maintenance and monitoring services, by increasing the price limitation by \$576,984 from \$173,016.00 to \$750,000.00, and no change to the completion date, effective upon Governor and Executive Council approval through December 31, 2027. The original contract (Contract #8003571) was approved by the Commissioner of the Department of Administrative Services on December 9, 2024.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

As previously stated, the original contract was approved by the Commissioner of the Department of Administrative Services on December 9, 2024.

This contract amendment is **Sole Source** because the new requested price limitation exceeds 10% of the original contract price limitation.

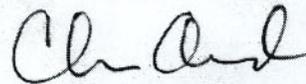
The DAS through quarterly spend reporting has identified that the contract price limitation is close to exhausted with two years remaining in the original contract term. It is important to note that all spend against this contract has ceased until this amendment is approved by the Governor and Executive Council.

Based on an analysis of the spend to date against this contract, 88% of the assigned price limitation has been expended. The department projects current spend trends to continue through the contract completion, based on the frequent need for agencies to repair and adjust alarm and access control systems in state buildings. The annual spend represents approximately \$150,000 or \$300,000 over the two-year period. An allowance of approximately \$230,000 has been included to accommodate the addition of new state buildings following recent purchases and relocation of state agencies which are undetermined at this time.

Contract financials	
Current limitation	\$173,016.00
Projected 2-year spend	\$346,032.00
Add allowance	\$230,952.00
New recommended price limitation	\$750,000.00

Based on the foregoing, I am respectfully recommending approval of this **Sole Source** contract amendment with ENE Security LLC.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Financial Analysis

PO Date	Agency	PO	Vendor	Vendor Name	Total Order Amt
07/23/2025		1400	1107813	445875 ENE Security LLC	\$6,356.00
09/24/2025		300	1109065	445875 ENE Security LLC	\$10,746.00
03/17/2025		2100	1105331	445875 ENE Security LLC	\$244.50
03/24/2025		300	1105438	445875 ENE Security LLC	\$9,802.00
06/11/2025		1400	1106848	445875 ENE Security LLC	\$9,100.00
06/17/2025		2300	1106949	445875 ENE Security LLC	\$4,992.00
06/18/2025		8400	1106971	445875 ENE Security LLC	\$5,628.00
Invoice Spend					105,399.38
					<u>\$152,267.88</u>



**FIRST AMENDMENT TO THE CONTRACT BETWEEN
ENE SECURITY LLC
AND
THE STATE OF NEW HAMPSHIRE,
DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR ALARM AND ACCESS CONTROL MAINTENANCE AND MONITORING SERVICES
CONTRACT # 8003571**

This First Amendment (hereinafter referred to as the "Amendment") is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and ENE Security LLC hereinafter referred to as "the Contractor") for alarm and access control maintenance and monitoring services.

WHEREAS, pursuant to an agreement effective January 1, 2025, and set to expire December 31, 2027, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain alarm and access control maintenance and monitoring services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
\$750,000.00
2. Amend Exhibit C, 1. Contract Price: Change to the following: \$750,000.00.
3. All other provisions of the Agreement, approved by the Commissioner of the Department of Administrative Services on December 9, 2024, shall remain in full force and effect.

Contractor Initials: WJH
Date: 2/2/2026

ENE SECURITY LLC

By: *Debbie Laythe*
Debbie Laythe
(Print Name)

Title: Clerk

Date: February 2, 2026

STATE OF NEW HAMPSHIRE

By: *Charles M. Arlinghaus*
Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: _____

OFFICE OF THE ATTORNEY GENERAL

By: *Christen Lavers*

(Print Name)

Title: *Sr. Asst. AG*

Date: 3/1/26

The foregoing contract was approved by the
Governor and Council of New Hampshire on

Signed: _____

(Print Name)
Title: _____

Contractor Initials: *DL*
Date: 2/2/26

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 ENE SECURITY LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on February 11, 2022. 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: 893177

Certificate Number: 0007349646



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of December A.D. 2025.

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

David M. Scanlan
Secretary of State

Corporate Resolution

I, Brian Herrmann, hereby certify that I am a duly elected
(Print First and Last Name)

Clerk/Secretary/Officer of ENE Security, LLC, I hereby certify the
(Name of Corporation)

following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 23, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Month Day, Year)

VOTED: That Debbie Laythe, Clerk (may list more than one person) is
(Printed Name and Title)

duly authorized to enter into contracts or agreements on behalf of

ENE Security, LLC with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents

which may in his/her judgment be desirable or necessary to affect the purpose of

this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for ninety (90)** days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 12/29/2025

ATTEST: Brian Herrmann VP-Corporate Controller
(Signature)

Certificate Of Completion

Envelope Id: 59781A08-198B-43F5-9327-6D2C8ED49091
 Subject: Complete with Docusign: Certificate of Authority - Brian Herrmann.pdf
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 5
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed
 Envelope Originator:
 D. J. Laythe
 480 Neponset Street, Suite 11D,
 Canton, MA 02021
 dlaythe@enesystems.com
 IP Address: 108.26.170.2

Record Tracking

Status: Original
 12/29/2025 6:28:11 AM
 Holder: D. J. Laythe
 dlaythe@enesystems.com
 Location: DocuSign

Signer Events

Brian Herrmann
 Herrmannb@starktech.com
 VP-Corporate Controller
 Security Level: Email, Account Authentication
 (None)

Signature

Brian Herrmann
 Signature Adoption: Pre-selected Style
 Using IP Address: 24.213.208.138

Timestamp

Sent: 12/29/2025 6:30:50 AM
 Viewed: 12/29/2025 7:17:49 AM
 Signed: 12/29/2025 7:32:16 AM

Electronic Record and Signature Disclosure:
 Accepted: 12/29/2025 7:17:49 AM
 ID: 47ec3543-9807-41bb-b069-f59421dd2a5c

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

D. J. Laythe
 dlaythe@enesystems.com
 Assistant Secretary
 ENE Systems, Inc.
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 12/29/2025 7:32:17 AM
 Resent: 12/29/2025 7:32:18 AM
 Viewed: 12/29/2025 7:34:01 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Event	Status	Timestamp
Envelope Sent	Hashed/Encrypted	12/29/2025 6:30:50 AM
Certified Delivered	Security Checked	12/29/2025 7:17:49 AM
Signing Complete	Security Checked	12/29/2025 7:32:16 AM
Completed	Security Checked	12/29/2025 7:32:17 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, ENE Systems, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact ENE Systems, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: dlaythe@enesystems.com

To advise ENE Systems, Inc. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at dlaythe@enesystems.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from ENE Systems, Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to dlaythe@enesystems.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with ENE Systems, Inc.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to dlaythe@enesystems.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify ENE Systems, Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by ENE Systems, Inc. during the course of your relationship with ENE Systems, Inc..

**ACTION BY CONSENT IN LIEU OF A MEETING OF THE
SOLE MEMBER OF
ENE SECURITY, LLC**

The undersigned, constituting the Sole Member of ENE Security, LLC (the "**Company**"), does hereby adopt the following resolutions as and for the resolutions of the Company, and the same shall be deemed adopted as if at a duly held meeting of the Sole Member of the Company on this date:

WHEREAS, Stark Tech Holdco, LLC (the "**Sole Member**") deems it necessary and desirable to appoint certain individuals to serve as officers of the Company;

NOW THEREFORE, BE IT RESOLVED, that each of the following individuals is hereby appointed to the officer positions listed below:

Position	Appointed Officer
President	Timothy Geiger
Vice President	Randy Urschel
Secretary	Dennis Donovan
Treasurer	Robert Beckman
Assistant Secretary	Brian Herrmann

and be it further;

RESOLVED, that Debbie Laythe is hereby designated as Clerk of the Company, to serve until her successor shall be designated and shall qualify and, in such capacity she shall, in the absence of the Secretary or in the event of the Secretary's inability to act, upon request of the Board, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board may from time to time prescribe, and shall execute any and all corporate/legal documents, including contracts and bonds, in the name of and on behalf

of said Company, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this Company's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation, and be it further

RESOLVED, that any and all previous actions by the Officers on behalf of the Company are hereby ratified, confirmed, and approved in all respects.

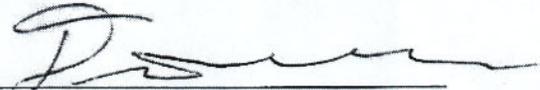
[Signature Page for ENE Security, LLC Consent to New Officers follows]

[Signature Page for ENE Security, LLC Consent to New Officers]

Dated: October 23, 2025

Sole Member

Stark Tech Holdco, LLC

A handwritten signature in black ink, appearing to read "Dennis Donovan", written over a horizontal line.

By: Dennis Donovan

Its: Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/25/2026

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 USA, LLC. 507 PLUM STREET, SUITE 110 SYRACUSE, NY 13204 CN141887669-ENESy-GAWUX-26-	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Insurance Company of Pittsburgh,</td> <td>19445</td> </tr> <tr> <td>INSURER B : New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER C : SiriusPoint Specialty Insurance Corporation</td> <td></td> </tr> <tr> <td>INSURER D : Allied World National Assurance Company</td> <td>10690</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 : National Union Fire Insurance Company of Pittsburgh,	19445	INSURER B : New Hampshire Insurance Company	23841	INSURER C : SiriusPoint Specialty Insurance Corporation		INSURER D : Allied World National Assurance Company	10690	INSURER E :		INSURER F :
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INSURER C : SiriusPoint Specialty Insurance Corporation															
INSURER D : Allied World National Assurance Company	10690														
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** NYC-012555397-01 **REVISION NUMBER:** 0

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"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6078017	03/01/2026	03/01/2027	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			3588631 (AOS) 3588632 (MA)	03/01/2026 03/01/2026	03/01/2027 03/01/2027	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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ARCUSXC294572026	03/01/2026	03/01/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<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			WC044213440 (AOS) WC044213441 (CA)	03/01/2026 03/01/2026	03/01/2027 03/01/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability			0315-0460	03/01/2026	03/01/2027	Each Occurrence: \$5,000,000 Aggregate: \$5,000,000

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

CERTIFICATE HOLDER State of New Hampshire Administrative Services Bureau of Purchase and Property 25 Capitol Street Room 102 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>
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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC.		NAMED INSURED ENE Security, LLC 40 Lowell Road, Unit 10 Salem, NH 03079	
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

Contractual Liability is included in General Liability subject to policy terms and conditions.



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 4, 2024

DAS Commissioners Office
State House Annex
25 Capitol Street
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with ENE Security LLC (VC# 445875), Salem, NH, in an amount up to and not to exceed \$173,016.00 for alarm and access control maintenance and monitoring services, with the option to renew for up to an additional two years, effective upon the Commissioner of the Department of Administrative Services approval for the period January 1, 2025, through December 31, 2027.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property issued a request for bid (RFB) 2943-25 on August 8, 2024, with responses due on September 19, 2024. This RFB reached 51 vendors through the NIGP electronic sourcing platform with an additional 3 directly sourced. There were 5 compliant responses received and 3 eligible for contracts. ENE Security LLC submitted the lowest total pricing for their respective locations. This RFB will result in a multi-contract award, and this request is to award ENE Security LLC a contract to provide alarm and access control maintenance and monitoring services at competitive prices.

Upon approval, this contract will provide alarm and access monitoring services at the 73 awarded locations and, for agencies that elected maintenance, semi-annual system inspections and service which includes battery replacement. The contract will keep these facility's security system in proper working order, while guaranteeing access to emergency services during and after hours at contracted rates.

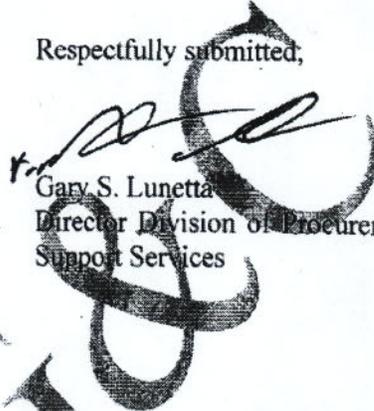
The requested price limitation for this contract is \$173,016.00 and is inclusive of anticipated State agency alarm and access control maintenance and monitoring services, including an allowance of \$86,508.00 for repair services. This contract will offer a 1.01%

decrease when compared to the expiring contract pricing. When this contract is compared to next lowest bidder, there is a \$29,073.00 savings over the three-year term for the awarded locations.

Contract Details	
Estimated Term Spend (3 year)	\$86,508.00
Add allowance for additional services	\$86,508.00
Recommended price limitation	\$173,016.00

Based on the foregoing, I am respectfully recommending approval of the contract with ENE Security LLC.

Respectfully submitted,



Gary S. Lunetta
Director Division of Procurement &
Support Services

NON COMPLETED



RFB Bid Summary

Bid Description	Alarm and Access Control Maintenance and Monitoring Services	Agency	Statewide
RFB#	2943-2.5	Requisition#	
Agent Name	Steven Burgess	Bid Closing	September 19, 2024 10:00 AM

Indicates Award:

Location Name	ENE Security	Pelmac	Security Integration	Total Security
Central Facilities Bureau	\$30,204.00	\$45,792.00	\$262,267.85	No Bid
Department of Procurement and Support Services	\$1,467.00	\$1,947.00	\$12,892.45	\$1,245.00
Department of Environmental Services	\$5,544.00	No Bid	\$46,108.30	\$5,460.00
NH Fish & Game	\$2,259.00	Non-Compliant	\$19,479.35	\$1,980.00
Veteran's Home	\$1,467.00	\$2,133.00	\$12,892.45	\$1,425.00
Bureau of Facilities and Assets Management	\$17,208.00	\$29,016.00	\$38,677.35	No Bid
NH Hospital	\$2,142.00	\$2,496.00	\$19,198.00	No Bid
Department of Health & Human Services	\$1,467.00	\$1,947.00	\$12,892.45	No Bid
Department of Safety	\$14,670.00	Non-Compliant	\$128,924.50	\$14,250.00
Department of Safety	\$2,420.00	No Bid	\$19,198.00	No Bid
Department of Safety	\$2,934.00	No Bid	\$25,784.90	No Bid
Department of Safety	\$1,467.00	\$2,697.00	\$12,892.45	\$1,650.00
Department of Safety	\$6,264.00	No Bid	\$54,864.25	\$6,090.00
Department of Safety	\$1,863.00	No Bid	\$16,186.90	\$1,860.00
Department of Safety	\$1,467.00	No Bid	\$12,892.45	\$1,470.00
Department of Safety	\$2,934.00	No Bid	\$25,784.90	\$2,940.00
Department of Safety	\$1,467.00	\$1,947.00	\$12,892.45	\$1,200.00
Department of Safety	\$396.00	\$900.00	\$3,294.45	\$390.00
Department of Safety	\$396.00	\$900.00	\$3,294.45	\$390.00
Department of Safety	\$396.00	\$900.00	\$3,294.45	\$390.00
NH Office of Professional Licensure & Certification	\$1,467.00	\$1,947.00	\$12,892.45	\$1,470.00
NH Lottery Commission	\$396.00	\$900.00	\$3,294.45	\$390.00
Department of Environmental Services	\$1,071.00	\$1,233.00	\$9,599.00	No Bid
Department of Transportation - Turnpike Bureau	\$396.00	\$900.00	\$3,294.45	\$390.00
Department of Transportation - District 5	\$2,142.00	\$1,716.00	\$19,198.00	No Bid
Department of Transportation - Bridge Maintenance	\$792.00	\$1,800.00	\$6,588.90	\$750.00
Department of Transportation - Bureau of Traffic	\$1,467.00	\$2,133.00	\$12,892.45	\$1,470.00
Department of Natural and Cultural Resources- State Parks	\$792.00	No Bid	\$6,588.90	\$780.00
Department of Natural and Cultural Resources- State Parks	\$396.00	No Bid	\$3,294.45	\$390.00
Department of Natural and Cultural Resources- Forest & Lands	\$1,467.00	No Bid	\$12,892.45	No Bid



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Department of Natural and Cultural Resources - State Parks	\$396.00	\$900.00	\$3,294.45	\$390.00
Natural and Cultural Resources Department	\$1,467.00	No Bid	\$12,892.45	\$1,950.00
Business and Economic Affairs - Welcome Center	\$396.00	\$1,260.00	\$3,294.45	\$390.00
New Hampshire Employment Security	\$17,604.00	No Bid	\$154,709.40	No Bid
Bureau of Courts	No Bid	No Bid	\$411,797.10	\$27,900.00

Recommendation Summary	
Statewide Contract or Amendment	Statewide
Term of Contract	Three Years
Price Limitation	\$173,016.00
Number of Solicitations Received	5
Number of Sourced bidders	3
Number of NIGP Vendors Sourced	51
Number of non-responsive bidders	49
P-37 Checklist Complete	Yes
Method of Payment (P-card/ACH)	Both
FOB Delivered	Yes
Total Cost Savings (\$/%)	\$642.00 1.01%
Special Notes: Contract will provide alarm and access monitoring services at the 73 awarded locations. The annual spend for contracted services is \$28,836.00 for a term spend of \$86,508.00. The price limitation increases the term spend to \$173,016.00, which includes an additional \$86,508.00 for repair	

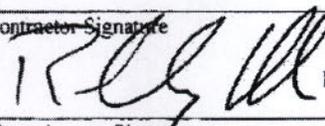
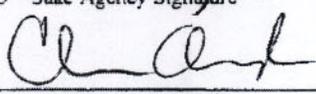
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name ENE Security LLC		1.4 Contractor Address 40 Lowell Road, Unit 10, Salem, NH	
1.5 Contractor Phone Number 603-524-2833	1.6 Account Unit and Class Various	1.7 Completion Date 12/31/2027	1.8 Price Limitation \$173,016.00
1.9 Contracting Officer for State Agency Steven Burgess		1.10 State Agency Telephone Number 603-271-2009	
1.11 Contractor Signature  Date: 11/26/24		1.12 Name and Title of Contractor Signatory R. Lindsay Drisko, President	
1.13 State Agency Signature  Date: 12/9/24		1.14 Name and Title of State Agency Signatory Charles M. 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: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 

Date 1/26/24

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.

Contractor Initials

RLW

Date 11/26/24

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

There are no special provisions of this contract.

Contractor Initials RD

Date 11/20/24

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

1.1. ENE Security LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Alarm and Access Maintenance and Monitoring Services in accordance with the bid submission in response to State Request for Bid 2943-25 and as described herein.

2. CONTRACT DOCUMENTS:

2.1. This Contract consists of the following documents ("Contract Documents"):

- State of New Hampshire Terms and Conditions. General Provisions Form P-37
- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Method of Payment

2.2. In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment,".

3. TERM OF CONTRACT:

3.1. The term of the contract shall commence January 1, 2025, or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "effective date") and shall continue thereafter for a period of approximately three (3) years.

3.2. The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services/Governor and Executive Council.

3.3. The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. CONTRACT PRICES:

4.1. Contract prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **shall be built into your bid price** at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

4.2. Per Administrative Rule 606.01(e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the contractor".

4.3. Price decreases shall become effective immediately as they become effective to the general trade or the Contractor's best/preferred customer.

5. SCOPE OF WORK:

5.1. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

5.2. For all services listed, no proprietary equipment or software shall be installed without the written consent and approval of the agency.

5.3. The term "alarm and access control maintenance and monitoring services", shall include providing all materials, equipment, labor, and transportation as necessary for the successful completion of the work under the terms and conditions contained herein. Monitoring service is meant to include burglar alarms, boiler alarms, generator alarms, low/high temperature monitoring, and panic/duress alarm systems.

5.4. **Regular Maintenance & Monitoring**

- 5.4.1. Maintenance pricing shall include labor, transportation, and all back-up batteries. All system batteries shall be replaced on an annual basis. Each system shall be inspected and tested twice (2) yearly. These inspections shall include the cleaning and adjusting of all system components, 50% sensor activation, and communication to central station verification. Said tests and inspections shall be conducted on weekdays outside of normal business hours (5:01 PM – 7:59 AM) in order to minimize inconvenience to inhabitants or as specified in the Offer Sheet.
- 5.4.2. The Contractor shall promptly report all deficiencies to the Agency Contact Person. Request to repair and/or replace parts shall be approved in advance by the Agency Contact Person prior to any actual work being performed by the Contractor. Parts and materials shall be invoiced not to exceed 10% above Contractor's cost. The State reserves the right to request the Contractor supply the State with invoices from suppliers documenting the Contractor's cost.
- 5.4.3. Alarm monitoring services shall consist of twenty-four (24) hour monitoring and dispatching services from an Underwriters Laboratories ("UL") approved central station. The central station shall have been in business for a minimum of five (5) years and shall have passed a minimum of two (2) consecutive UL inspections.
- 5.4.4. The central station shall be staffed in accordance with UL requirements. The central station shall supervise opening and closing signals from burglar alarms, provide opening, and closing tracking, scheduled weekly reports and provide daily reports of any alarm signals consisting of time of alarm, name of person notified, and the cause of the alarm if known. Monitoring services shall include twenty-four (24) hour dialer test signals to each location. The central station shall comply with all current local and national codes.
- 5.4.5. The Contractor shall be responsible to program the communication equipment to ensure that the various digital signals are communicated and received properly at the central station. The central station shall be capable of issuing an unlimited number of passcodes within twenty-four (24) hours of the request and have the ability to delete security passcodes immediately upon request.
- 5.4.6. When it is required, the central station shall be capable of calling several State contact personnel when alarms occur. The Contractor shall work with each agency to establish a comprehensive call list that shall ensure a person-to-person alert. It is not acceptable to leave messages; specific individuals shall be contacted and provided a person-to-person alert. If for whatever reason the specific individuals cannot be reached after a significant effort, the Contractor shall provide a default number to call for all accounts.
- 5.4.7. The Contractor shall be responsible to establish appointments and schedules with each individual agency. Contractor shall contact the agency a minimum of two (2) weeks in advance to confirm the scheduled regular maintenance visits.
- 5.4.8. The Contractor shall provide a quote to the agency for any repairs and/or replacements of any defective components necessary to maintain the systems are in operating condition. After completion of inspection, the Contractor shall inform the appropriate site contact person when equipment need repairs to ensure systems are functional.
- 5.4.9. The Contractor shall present after each visit a written summary of the work performed and obtain the agency representative's signature thereon.

5.5. Semi-Annual Testing

- 5.5.1. The Contractor shall be responsible to provide a proposed schedule for semi-annual testing to the State a minimum of two (2) weeks after the commencement of any awarded contract.
- 5.5.2. Any equipment found to be defective as a result of the semi-annual inspection, shall be reported immediately to the site contact person, and shall be repaired and/or replaced within five (5) working days.
- 5.5.3. The Contractor shall present after each visit a written summary of the work performed and obtain the agency representative's signature thereon.

5.6. Reporting

- 5.6.1. The Contractor shall provide monthly reports summarizing the previous month's maintenance activities (e.g. inspection failures, service calls, repairs). Monthly reports shall be submitted electronically to the purchasing agent assigned to the contract and the agency.
- 5.6.2. The Contractor shall also provide capital improvement plans regarding the equipment, including items like obsolesce and upgrade options. These reports are to be submitted to the purchasing agent assigned to the contract. Note: All upgrades involving systems connected to the State of NH's IT infrastructure must be approved by the State of NH DoIT prior to installation. Agencies should coordinate any services, hardware, and/or software implementation with their assigned DoIT IT Lead. No contractor shall install any of the equipment on the prohibited technologies list, some of which is specifically video equipment and networking. <https://www.doit.nh.gov/sites/g/files/ehbermt506/files/inline-documents/sonh/prohibited-technologies.pdf>

5.7. Repair Reports

- 5.7.1. Upon the completion of each scheduled repair service or emergency repair and prior to leaving the serviced location, the Contractor shall present a written summary of the work performed and obtain the State's signature thereon.

5.8. Replacement Parts

- 5.8.1. The Contractor shall maintain, or have readily available, replacement parts that are new and of the same quality and brand name as that which is being replaced. Substitutions shall be permitted only with prior written authorization of the agency.

5.9. Service & General Requirements

- 5.9.1. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. Normal (regular) system maintenance shall occur between the hours indicated for each location on the bid offer spreadsheet. The Contractor shall be paid for service that is required on weekday evenings after regular hours, weekends, and on State Holidays at the repair rates established in any awarded contract.
- 5.9.2. The Contractor shall respond to service calls within one (1) hour for emergency calls and for non-emergency calls. If on-site service is required on an emergency basis Contractor shall arrive on-site anywhere in the state within two (2) hours, except for Coös County. For on-site service for emergency calls in Coös County, Contractor shall be on-site within four (4) hours. If on-site service is required for a non-emergency call, Contractor shall arrive on-site anywhere in the State within one (1) business day. The agency placing the service call shall determine whether the situation constitutes an emergency or a non-emergency.
- 5.9.3. Requests for emergency repairs and/or replace parts shall be approved in advance by the State representative. Materials beyond those identified in a resultant contract shall be invoiced not to exceed 10% above Contractor's cost. Invoices for materials billed using this markup are required to accompany any invoice submission to the State. All replacement parts shall be new and of the same quality as that being replaced. Substitutions will be permitted only with prior authorization of the State representative.
- 5.9.4. If the Contractor cannot complete emergency repairs or replace the part(s) within twenty-four (24) hours, the Contractor shall contact the agency contact and indicate why the repair or replacing the part(s) cannot be completed and when the equipment shall be returned to normal use.
- 5.9.5. The Contractor shall ensure that all system testing, and maintenance service shall be accomplished in accordance with the applicable codes, manufacturer recommendations, and any State or Local codes and regulations.
- 5.9.6. The Contractor shall secure and pay for all permits, inspections, and licenses necessary for the execution of services.
- 5.9.7. The Contractor shall be responsible for coordinating with the existing monitoring service providers to provide a seamless transition. The State shall be responsible to provide lockout codes for system dialers

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or new alarm panels as required. The Contractor shall not be allowed to program new dialers without lockout codes without the prior written approval of the State.

- 5.9.8. All buildings under any awarded contract(s) that shall need security systems upgraded over the term of the contract shall be the responsibility of the Contractor to maintain until the upgrade is complete. After the upgrade is completed, the Contractor may continue service for the subject facility at the rates specified in the contract or if the upgrade is significant enough as to necessitate an increase in fees, the Contractor shall submit a quote for the increase to the purchasing agent at the Bureau of Purchase of Property. If approved, the contract shall be amended. The State reserves the right to competitively bid any upgraded systems.
- 5.9.9. The State shall be responsible to provide reasonable means of access to all equipment covered by this agreement and promptly notify the Contractor of any malfunction in the system(s) that comes to the State's attention.
- 5.9.10. Locations may be added by requesting the Contractor(s) to provide a quotation for that new location. Pricing quotations submitted for new locations shall be in line with the pricing established in this RFB.
- 5.9.11. Locations may be deleted with thirty (30) days written notification.

5.10. SPECIAL SERVICE AND REQUIREMENTS

5.10.1. Department of Safety- State Police Locations

- 5.10.1.1. Contact Sergeant Arteaga via email (Michael.A.Arteaga@dos.nh.gov), at which point, he and the Criminal Records Unit will coordinate an appointment to have the individual(s) fingerprinted at a civilian staffed State Police livescan location. NHSP will provide the required form to the contractor point of contact, who will in turn provide their respective employees with the **individual specific** form to take with them when they are fingerprinted. This form is prefilled to ensure successful routing. Additionally, the contractor point of contact will provide Sergeant Arteaga with an email address for the respective contractor employees in order to assign them basic awareness training within <https://www.cjisonline.com/>. Please note there is ***no charge***, even though the form lists a charge for other purposes.
- 5.10.2. Completing Security Awareness training <https://www.cjisonline.com/> (in this case "Basic Role")
 - 5.10.2.1. This need to be done once a year, i.e. "John Smith" of Klean Solutions completes the training as a prerequisite to providing cleaning services for Nashua PD. Six months later, Troop B wants "John Smith" of Klean Solution to provide services for the Barracks, since he already took the training, this part **does not** need to be completed again until it has been a year from when he originally completed the training.
 - 5.10.2.2. If however, this is a new contractor employee that has not been assigned CJISonline training by any agency they provide services for, the State Police would need to assign this training.
- 5.10.3. Fingerprint supported record check
 - 5.10.3.1. In the above example, even if Nashua PD had already taken prints on and cleared "John Smith", the State Police would still need to conduct their own fingerprint supported record check and additional SPOTS queries prior to granting the individual unescorted access.
- 5.10.4. The Troop Commanders will be provided with a list of the cleared individuals to ensure the individual accessing the barracks is in-fact someone that has been cleared. We strongly recommend that Contractors have **all** employees that could possibly be needed to provide cleaning services to undergo this process ahead of time. In the event the original person is out (leave, illness, etc.), it is in the best interest of the State Police and the contractor to be prepared to have any backup cleaners also CJIS cleared in the event the routine cleaner is unable to provide services on a given day/night.

5.11. Contractor Employee Information/Background Checks

- 5.11.1.1.1. The Contractor (to include each employee and any approved subcontractor working in a NHDOC facility) will be required to sign the State of New Hampshire's Confidentiality Form and Criminal Record Authorization Form. Prior to placing an individual in a State facility, all prospective personnel must receive clearance from the NH Department of Corrections. Said clearance shall be obtained by submitting a Criminal Record Release Authorization Form on behalf of all personnel/employees and subcontractor to the NH Department of Corrections.
- 5.11.1.1.2. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks of all potential Contractor and/or sub-contractors employees to determine eligibility status.
- 5.11.1.1.3. The NH Department of Corrections will notify the Contractor of any potential Contractor and/or sub-contractors employee who does not comply with the criteria identified, below.
- 5.11.1.1.4. In addition, the Contractor and/or sub-contractors shall not be able to hire employees meeting the following criteria:
 - Individuals convicted of a felony shall not be permitted to provided services;
 - Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
 - Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Warden and/or designee of the corresponding facility requiring service;
 - Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
 - Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of New Hampshire;
 - Individuals with a history of drug diversion;
 - Individuals who was a former State of NH employee and/or former contract employee that was dismissed for cause;
 - Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
 - The NH Department of Corrections may not permit relatives of currently incarcerated felons to provide services without prior approval.

6. OTHER REPAIRS / REPLACEMENTS (NON-EMERGENCY):

- 6.1. The awarded Contractor(s) shall provide repair rates at the hourly rates for the State facilities listed herein for other repairs that are not a part of preventative maintenance and are not emergency repairs. Agencies shall request services by issuing a Request for Quote (RFQ) with scope of work detailing as much information about the repair as available.
- 6.2. Requests for emergency repairs and/or replace parts shall be approved in advance by the State representative. Materials beyond those identified in a resultant contract shall be invoiced not to exceed 10% above Contractor's cost. Invoices for materials billed using this markup are required to accompany any invoice submission to the State. All replacement parts shall be new and of the same quality as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the State representative.
- 6.3. The Contractor shall, after each visit and before leaving the job site, present a written summary of the work performed and obtain signature thereon from the State representative.

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7. COMMERCIAL REQUIREMENTS:

- 7.1. The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of the contract. For the addition of a new location or new equipment, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be amended, by agreement of the parties, effective upon approval of the commissioner of the Department of Administrative Services, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted locations/equipment.
- 7.2. Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.
- 7.3. The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.
- 7.4. The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.
- 7.5. The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems 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.
- 7.6. Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.
- 7.7. While on State property the Contractor, its employees, and its sub-contractors 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.
- 7.8. All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.
- 7.9. The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.
- 7.10. If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

8. USAGE REPORTING:

- 8.1. The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to Steven Burgess at the Bureau of Purchase and Property and sent electronic to Steven.H.Burgess@DAS.NH.Gov. At a minimum, the Report shall include:
 - 8.1.1. Contract Number
 - 8.1.2. Utilizing Agency and Eligible Participant
 - 8.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
 - 8.1.4. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.

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8.1.5. Preferred in Excel format

9. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

- 9.1. The Contractor shall provide all alarm and access maintenance and monitoring services strictly pursuant to, and in conformity with the specifications as described herein, and under the terms of this Contract.
- 9.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Contractor Registration with up to date contact information.
- 9.3. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.
- 9.4. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx).
- 9.5. The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment, or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.
- 9.6. Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

10. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:

- 10.1. The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

11. CONFIDENTIALITY & CRIMINAL RECORD:

- 11.1. If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

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EXHIBIT C - METHOD OF PAYMENT

12. CONTRACT PRICE:

12.1. The Contractor hereby agrees to provide alarm and access maintenance and monitoring services in strict compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$173,016.00; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

13. PRICING STRUCTURE:

Locations	Maintenance Service Included	Monitoring Service Included	Annual Cost 2025	Annual Cost 2026	Annual Cost 2027	Contract Total
Central Facilities Bureau						
17 Water Street, Claremont, NH	No	Yes	\$132.00	\$132.00	\$132.00	\$396.00
29 Mountain Road, Concord, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
29 Hazen Drive, Concord, NH	No	Yes	\$132.00	\$132.00	\$132.00	\$396.00
29 Hazen Drive, Concord, NH	No	Yes	\$132.00	\$132.00	\$132.00	\$396.00
27 Hazen Drive, Concord, NH	No	Yes	\$132.00	\$132.00	\$132.00	\$396.00
107 Pleasant Street, Concord, NH	No	Yes	\$132.00	\$132.00	\$132.00	\$396.00
20 Park Street, Concord, NH	No	Yes	\$132.00	\$132.00	\$132.00	\$396.00
101 Pleasant Street, Concord, NH	No	Yes	\$132.00	\$132.00	\$132.00	\$396.00
5 Hazen Drive, Concord, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
33 Smokey Bear Blvd, Concord, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
7 Hazen Drive, Concord, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
19 Pillsbury Street, Concord, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
71 South Fruit Street, Concord, NH	No	Yes	\$132.00	\$132.00	\$132.00	\$396.00
33 Hazen Drive, Concord, NH	No	Yes	\$132.00	\$132.00	\$132.00	\$396.00
95 Pleasant Street, Concord, NH	No	Yes	\$132.00	\$132.00	\$132.00	\$396.00
25 Capitol Street, Concord, NH	No	Yes	\$132.00	\$132.00	\$132.00	\$396.00
107 North Main Street, Concord, NH	No	Yes	\$132.00	\$132.00	\$132.00	\$396.00
18 Park Street, Concord, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
23 Hazen Drive, Concord, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
110 Smokey Bear Blvd, Concord, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
64 South Street, Concord, NH	No	Yes	\$132.00	\$132.00	\$132.00	\$396.00
2 Institute Drive, Concord, NH	No	Yes	\$132.00	\$132.00	\$132.00	\$396.00
33 Green St., Concord, NH	No	Yes	\$132.00	\$132.00	\$132.00	\$396.00
12 Hills Avenue, Concord, NH	No	Yes	\$132.00	\$132.00	\$132.00	\$396.00
109 Pleasant St., Concord, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
21 S. Fruit St., Concord, NH	No	Yes	\$132.00	\$132.00	\$132.00	\$396.00
115 Pleasant Street, Concord, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00

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129 Pleasant Street, Concord, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
105 Pleasant St., Concord, NH	No	Yes	\$132.00	\$132.00	\$132.00	\$396.00
97 Pleasant St., Concord, NH	Yes	No	\$357.00	\$357.00	\$357.00	\$1,071.00
121 Pleasant Street, Concord	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
127a Pleasant Street, Concord	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
79 South Fruit Street, Concord	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
2 Granite Place, Concord, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
Grouped Total						\$30,204.00
Bureau of Facilities and Assets Management						
650 Main Street, Berlin, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
40 Terrill Park Drive, Concord, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
71 Hobbs Street, Conway, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
7 Eagle Square, Concord, NH	Yes	No	\$489.00	\$489.00	\$489.00	\$1,467.00
65 Beacon Street, Laconia, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
80 North Littleton Road, Littleton, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
1050 Perimeter Road, Manchester, NH	Yes	Yes	\$357.00	\$357.00	\$357.00	\$1,071.00
3 Pine Street Ext. Suite Q, Nashua, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
50 International Drive, Portsmouth, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
150 Wakefield Street, Rochester, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
111 Key Road, Keene, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
117 Pleasant Street, Concord, NH 03301	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
Grouped Total						\$17,208.00
NH Hospital						
36 Clinton Street, Concord, NH	Yes	No	\$357.00	\$357.00	\$357.00	\$1,071.00
121 South Fruit St., Concord, NH	Yes	No	\$357.00	\$357.00	\$357.00	\$1,071.00
Grouped Total						\$2,142.00
Department of Health & Human Services						
1056 River Road, Manchester, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
Department of Safety						
110 Smokey Bear Blvd., Concord	Yes	No	\$357.00	\$357.00	\$357.00	\$1,071.00
50 Communications Drive, Laconia	Yes	No	\$357.00	\$357.00	\$357.00	\$1,071.00
Grouped Total						\$2,142.00
Department of Safety						
98 Smokey Bear Blvd, Concord, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
108 Smokey Bear Blvd, Concord, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
Grouped Total						\$2,934.00
Department of Safety						

549 Route 302, Twin Mountain, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
Department of Safety						
31 Dock Road, Gilford, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
Department of Safety						
139 Iron Works Road, Concord, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
139 Iron Works Road, Concord, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
Grouped Total						\$2,934.00
NH Office of Professional Licensure & Certification						
7 Eagle Square, Concord, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
Department of Environmental Services						
222 International Drive, Unit 175, Pease Tradeport, Portsmouth, NH	Yes	No	\$357.00	\$357.00	\$357.00	\$1,071.00
Department of Transportation - Bureau of Traffic						
18 Smokey Bear Blvd. Concord, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
Department of Natural and Cultural Resources- Forest & Lands						
45 Elwyn Rd., Portsmouth, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
Natural and Cultural Resources Department						
North Country Resource Center 629B Main Street, Lancaster, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
New Hampshire Employment Security						
151 Pleasant St, Berlin, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
404 Washington St, Claremont, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
45 South Fruit St, Concord, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
518 White Mountain Highway, Conway, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
149 Emerald Street, Suite Y, Keene, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
426 Union Avenue, Suite 3, Laconia, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
646 Union Street, Littleton, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
300 Hanover St, Manchester, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
6 Townsend West, Nashua, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
2000 Lafayette Road, Portsmouth, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
29 South Broadway, Salem, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
6 Marsh Brook Drive, Somersworth, NH	Yes	Yes	\$489.00	\$489.00	\$489.00	\$1,467.00
Grouped Total						\$17,604.00

Repair Rates (Repair Work/Emergency Service Calls):

Monday through Friday 7 AM to 4 PM	\$156.00	per hour/per person
Monday through Friday 4:01 PM to 6:59 AM	\$234.00	per hour/per person

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Saturday	\$230.00	per hour/per person
Sunday & Holiday* Work *Holidays shall be based on State designated holidays	\$234.00	per hour/per person
OPTIONAL SERVICES		
Service	Cost	
Fire Alarm Monitoring Services	\$62 Per Month	

14. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

14.1. The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

15. INVOICE:

15.1. Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

15.2. The invoice shall be sent to the address of the using agency under agreement.

15.3. If the agency is enrolled in the State's P-Card program, the Contractor shall be paid by Procurement Card upon receipt of properly documented invoice and acceptance of the work to the State's satisfaction. Otherwise, the Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

16. PAYMENT:

16.1. Payments may be made via P-Card or ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>.

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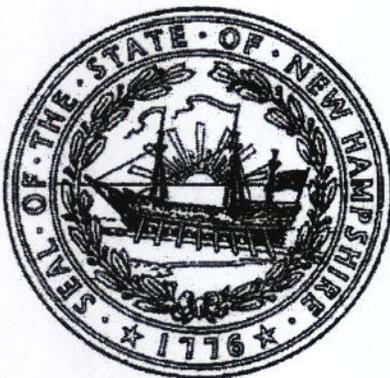
State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ENE SECURITY LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on February 11, 2022. 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: 893177

Certificate Number: 0006692748



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of May A.D. 2024.

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

David M. Scanlan
Secretary of State

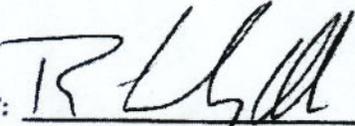
Sole Proprietor Certification of Authority

I, R. Lindsay Drisko, hereby certify that I am the Sole Proprietor
(Name)
of ENE Security, LLC 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: 11/24/2024

ATTEST: 
(Name & Title)
R. Lindsay Drisko, President

