



STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

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

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William N. Reddel, III, Major General
The Adjutant General

Carolyn J. Protzmann, Brigadier General
Deputy Adjutant General

Stephanie L. Milender
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May 17, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. The Adjutant General's Department respectfully requests approval to exercise the second of two, one-year contract renewal options with Securitas Security Services USA, Inc. of Manchester, New Hampshire (vendor code #128767), in the amount of \$614,448.00 for security services at the State Military Reservation (SMR) in Concord, New Hampshire for the period of July 1, 2013 through June 30, 2014. The original contract was approved on June 9, 2010, item #8A; and the first renewal was approved on July 11, 2012, item #11A. **100% Federal Funds**
2. The Department requests approval to establish a general contingency line as part of the contract total for the contract of period of July 1, 2013 through June 30, 2014 in the amount of \$2,520.00. **100% Federal Funds**
3. The Department also requests approval to establish a contingency line for purposes of drill weekend activities only, as part of the contract total for the contract of period of July 1, 2013 through June 30, 2014 in the amount of \$7,380.00. **100% Federal Funds**

Funds are available in the following appropriation as follows:

02-12-12-120010-2266 - ADJUTANT GENERAL - Army Guard Security:

		FY '14
Security Services	10-0120000-22660000-231-500766	\$604,548.00
Contingency - General	10-0120000-22660000-231-500766	2,520.00
Contingency - Drill Weekends	10-0120000-22660000-231-500766	<u>7,380.00</u>
		\$614,448.00

EXPLANATION

This is the second of two (2) one-year renewal options in this contract between the Adjutant General's Department and Securitas Security Services USA, Inc. The Department is very satisfied with the services that have been provided by Securitas at the SMR in Concord, and welcomes this second contract extension. Securitas has been extremely cooperative and has met the needs of the New Hampshire National Guard when they have been tasked to temporarily increase or even decrease their

Her Excellency, Governor Margaret Wood Hassan
And the Executive Council
Page 2

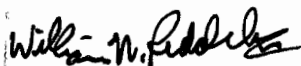
manning (due to prior year funding issues), close access gates, cover special events and perform extra detail patrols as requested. This contract extension was negotiated & mutually agreed upon between both parties; the Adjutant General's Department and Securitas Services USA, Inc.

This contract extension includes two contingency lines: one being a general contingency for unforeseen security issues that may arise and a second contingency line for drill weekend purposes where we may find the need for extra security to man the Pembroke Road gate (which is now closed on the weekends). Many times on a drill weekend, the increased traffic in and out of our main gate at Minuteman Way causes dangerous traffic backups on to Regional Drive. Regional Drive itself has a dangerous curve just east of our entrance and any traffic backups that we may cause just increases the potential for driving hazards. This drill weekend contingency line will allow the Army Security Manager, Army Chief of Staff, and Securitas to evaluate the drill weekend schedule and plan for the additional manpower on the Pembroke Gate accordingly.

The federal funds to pay for this Contract are provided to the Adjutant General's Department by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire Army National Guard. The cost of this contract shall be reimbursed to the State by the Federal government at a rate of 100%. In the event that federal funds are not available, general funds will not be requested to support this program.

The Contract has been approved for form, substance and execution by the Attorney General's Office.

Respectfully Submitted,



William N. Reddel, III
Major General, NH National Guard
The Adjutant General

Subject:

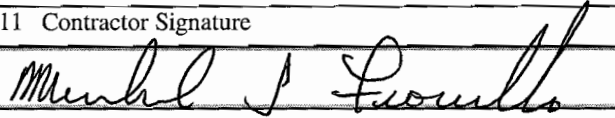

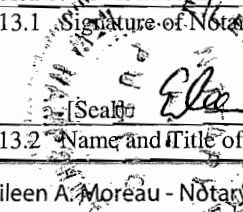
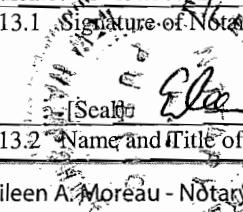

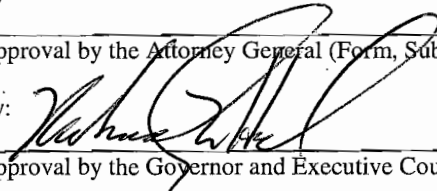
Security Services - State Military Reservation 2013-2014

FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name The Adjutant General's Department		1.2 State Agency Address 4 Pembroke Road, Concord, NH 03301	
1.3 Contractor Name Securitas Security Services USA, Inc.		1.4 Contractor Address One Wall Street, Manchester, NH 03301	
1.5 Contractor Phone Number 603-627-0333	1.6 Account Number 10-0120000-22660000-231	1.7 Completion Date June 30, 2014	1.8 Price Limitation \$ 614,448.00
1.9 Contracting Officer for State Agency Stephanie L. Milender		1.10 State Agency Telephone Number 603-225-1360	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michael J. Fiorillo - Area Vice President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>May 17, 2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Eileen A. Moreau - Notary Public 			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Stephanie L. Milender, Administrator	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>5/24/13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT
SECURITY SERVICES – STATE MILITARY RESERVATION**

EXHIBIT A, SCOPE OF SERVICES

SECTION I - SCOPE OF SERVICES:

1. The following provisions specify the services to be provided, methods and standards to be applied, and the responsibilities of the Contractor (hereinafter referred to as the "Contractor" and the New Hampshire Adjutant General's Department (hereinafter referred to as the "State") in the operation of the agreement for security services at the State Military Reservation, 4 Pembroke Road and Minuteman Way, Concord, New Hampshire 03301-5652 and the Army Aviation Support Facility (AASF), 26 Regional Drive, Concord, NH 03301, for the contract period of July 1, 2013 through June 30, 2014. In accordance with the terms of the original bid and contract, this is the second of two (2), one-year contract extensions.

2. The Contractor shall provide unarmed Security Officers as specified in this EXHIBIT A. Primary duties include operating stationary security posts, controlling entry, conducting vehicular and moving foot patrols, operating the security control center and on site supervision to protect Federal and State-owned property. The State Military Reservation consists of approximately 20 buildings and 43 acres of land. The AASF consists of two main buildings and 25 acres of land.

3. The contract will be based on the following schedules and functions:

Five (5) Security Officers, Monday through Friday (First Shift) based on the following functions:

- a. Shift Supervisor (working supervisor, capable of performing all functions) located at Security Post - Joint Force Headquarters Building
- b. Central Security Control Center (located at AASF - operational 24 hours a day, 7 days a week)
- c. Security Patrol
- d. Entry Control Points (two (2) Security Officers)

Three (3) Security Officers, Monday through Friday (Second and Third Shifts) based on the following functions:

- a. Shift Supervisor (working supervisor, capable of performing all functions) performs mobile patrols and/or entry control points as needed.
- b. Central Security Control Center (located at AASF - operational 24 hours a day, 7 days a week)
- c. Entry Control Points (one (1) Security Officer)

Three (3) Security Officers, Saturday, Sunday and Holidays, on a twenty-four (24) hour a day basis (First, Second and Third Shifts) based on the following functions:

- a. Shift Supervisor (working supervisor, capable of performing all functions). Performs mobile patrols and/or entry control points as needed.
 - b. Central Security Control Center (located at AASF - operational 24 hours a day, 7 days a week)
 - c. Entry Control Points (one (1) Security Officer)
4. Services performed under this contract shall be subject to inspection and acceptance by the State or duly authorized representative. The State Security Manager is responsible for all day-to-day security matters at the State Military Reservation and AASF.
5. The Contractor shall furnish all trained personnel, uniforms, equipment, materials, and supervision with the exception of the Government-furnished facilities, equipment and materials specified herein to satisfactorily maintain the physical security of the State Military Reservation and the Army Aviation Support Facility (AASF).
6. The nature of the security mission requires the force acquired under this contract be a well-trained, highly motivated, professional organization.
7. On drill weekends, there may be a need to open the Pembroke Road Gate, and the State Security Manager will determine the need for such additional security coverage, based on the drill weekend schedule, and work with the Shift Supervisor or Site Manager to schedule this additional manning as needed. For purposes of the Pembroke Road gate coverage on drill weekend only, the coverage will be based on a twelve (12) hour period (i.e., 6:00 am-6:00 pm) as the State Security Manager deems necessary.

SECTION II – SHIFTS AND SCHEDULING:

1. The Contractor shall maintain security services, as described in this scope of work and in accordance with military Standard Operating Procedures (SOP) and directives, 24 hours a day, 7 days a week including all holidays.
2. The government recognizes the following legal holidays established by Federal Statute.
 - (1) New Year's Day (January)
 - (2) Civil Rights Day (January)
 - (3) President's Day (February)
 - (4) Memorial Day (May)
 - (5) Independence Day (July)
 - (6) Labor Day (September)
 - (7) Columbus Day (October)
 - (8) Veteran's Day (November)
 - (9) Thanksgiving Day (November)
 - (10) Christmas Day (December)

3. For the purposes of definition and future references, shifts are designated, as follows:

- (1) First Shift: 8:00 AM to 4:00 PM of each calendar day.
- (2) Second Shift: 4:00 PM to 12:00 PM of each calendar day.
- (3) Third Shift: 12:00 PM to 8:00 AM of each calendar day.
- (4) Pembroke Road Gate for Drill Weekend coverage as needed (contingency) based on a twelve (12) hour basis.

4. No Security Officer shall be on duty on for more than twelve (12) consecutive hours in a twenty-four hour period or in excess of sixty (60) hours per week except in an emergency situation and only when approved by the Contractor's Representative.

5. The Contractor shall be required to post additional personnel as required by the security threat level or as needed or requested by the State Security Manager.

6. During Emergency security operations and natural disasters the Contractor may be required to increase the required number of Contract Security Officers to meet the situation upon verbal notification of the Contract Officer or State Security Manager. Emergency security recall must be completed within four hours of government notification.

SECTION III – GENERAL CONTRACTOR RESPONSIBILITY:

1. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action with respect to employees as may be necessary. Contractor shall immediately report in writing any termination of contract personnel.

2. The Contractor shall insure that Security Officers at all times present a neat appearance, paying particular attention to their personal hygiene, bearing, uniform, and equipment. Failure to meet this task may result in non-performance by the Contractor.

3. The Contractor is responsible for thoroughly briefing all employed Security Officers as to their duties and responsibilities. Security Officers shall have a thorough knowledge of the State Security SOP and reservation facilities prior to assignment.

4. The Contractor shall designate in writing a Contractor's representative who shall represent the Contractor's interest at meetings scheduled by the Contracting Officer or State Security Manager. The Contractor shall notify the State if the name of the contract representative is changed. The Contractor shall verbally notify the State Security Manager prior to changes of the contract representative. The written notification shall be provided to the State within two days from the date the change is made.

5. The Contractor will accomplish at least one on site random security check, at each site, of his/her Security Officers per week. Security Officers will not be informed when the check will be accomplished. The check will be documented on the Security Officer event log. The person doing the check must print his/her name and sign the log. Failure to meet this task may result in non-performance by the Contractor.
6. The Contractor shall adhere to the Security Officer SOP, which will be supplied upon acceptance of the contract. These orders include detailed post, patrol and command center operating procedures covering functions to be performed. These orders may require changes from time to time by the Security Manager, which shall be posted in the Security SOP.
7. The Contractor shall supply in writing to the Security Manager an Organization Chart to include the names of all contract employees, along with their respective titles. Thereafter, a monthly roster of personnel assigned shall be submitted on the 30th day of each succeeding month.
8. The Contractor shall make sure employees practice utilities conservation. The Contractor shall be responsible for operating under conditions that prevent the waste of utilities and as a minimum lights shall be used only in areas where work is actually being performed.
9. The Security Force may be required to participate in on-site security exercises, rehearsals and other training. This exercise may require the recall of enough personnel to meet maximum increase security posting within four hours.
10. Security Officers may be required to maintain a Pass and Registration Management System to ensure personnel and vehicles are properly designated for entry to the installation and unauthorized personnel are not issued DOD or State vehicle stickers. The state will be required to provide equipment and training.
11. Radio communication will be maintained at all times with all security force to include AASF Control Center, stationary gates posts, vehicle patrol and site supervisor.

SECTION IV - SERVICES TO BE RENDERED:

1. **Stationary Post Entrance Gates:** Security Officers shall man entry control points at designated gate(s) on the State Military Reservation and perform the following duties:
 - a. Control vehicle and pedestrian entry/exit on the State Military Reservation. Ensure only authorized personnel are permitted entry. Security Officer(s) at the Entry Control Point will check all incoming vehicles. Visitors and delivery trucks will be processed in, possibly be given temporary vehicle passes, and directed to their destination.
 - b. Perform ID checks IAW with the Force Protection Threat Level and SOP. Perform vehicle searches per SOP and Threat level.

c. Assist in traffic control for Emergency Services vehicles entering or departing.

d. Log personnel and vehicles entering the reservation after duty hours.

e. Maintain the interior and exterior of the Entry Control Point in a clean and orderly state. Duties shall include the sweeping and cleaning of floors, dusting, cleaning of office furniture and interior windows, and removal of trash.

f. Shall monitor and operate Intrusion Detection System (IDS) and Close Circuit Television (CCTV) and other security equipment located at the Entry Control Point(s).

2. Patrol: Security Officers shall patrol the entire State Military Reservation and AASF, including all parking lots by motor vehicle, on foot, or as required to provide surveillance of the facilities. It will be the responsibility of the Security Officer on patrol to check all perimeter roads and fences to insure that no intruder has gained entry to the installation. During patrols, Security Officers shall:

a. Dismount and inspect for security, fences, gates, hazardous material storage containers, doors, and windows as designated and specified by the State Security Manager's SOP.

b. During the heating season, as defined by the State Security Manager's SOP and or dependent upon seasonal temperatures, inspect all heating plants to ensure they are operating.

c. At a minimum of every three hours, inspect all aircraft, which are parked on the ramp, pad and taxiway areas at the Army Aviation Support Facility for evidence or indications of break-in, theft, or damage.

d. All required building checks are physically checked/accomplished (hands on) and recorded on the tour confirmation system. Building check requirements will be designated by the State Security Manager's SOP.

e. Assist in opening or closing gates, exterior building doors, special access areas, etc., as required by authorized personnel.

f. Respond to alarms or request for assistance within their area of responsibility.

g. Assist in performing traffic control when necessary.

h. The Motor Patrol will also respond to any of the perimeter gates should a Security Officer on one of those posts require assistance.

i. Submit full reports of all incidents of unauthorized entry, presence of unauthorized personnel, theft, vandalism, fire, and other conditions that could lead to the loss, damage, or destruction of Federal/State property or incidents that could cause injury or death of personnel. Reporting procedures are established in the State Security Manager's SOP.

j. Maintain records, security logs and security reports according to instructions provided by the State Security Manager's SOP.

3. Central Security Control Center (CSCC): The Security Officer assigned to the CSCC shall be thoroughly knowledgeable and capable of understanding and implementing all Operating Instructions, plans and emergency action checklist applicable to the CSCC. Mandatory training and certification must be completed before being assigned to this position.

a. The Security Officer assigned to the CSCC will perform all duties normally associated with manning a security control room. Listed below are the general duties.

(1) Control access to the AASF.

(2) Log visitors in and out of the AASF.

(3) Monitor and operate all intrusion detection equipment and CCTV equipment located in CSCC.

(4) Ensure only authorized personnel have access to the control room and intrusion detection equipment.

(5) Prepare and maintain daily logs and security reports.

(6) Take appropriate action on activation of an alarm or intruder, to include notify response force and police.

(7) Operate and monitor the Security Force radio communications network

(8) Dispatch a Security Officer any time a request for assistance is received and the location falls within the area of responsibility of the contract security force

(9) Safeguarding and control of all government property in the CSCC.

(10) Maintain the work area of the CSCC at the highest standards of cleanliness and order at all times

(11) Maintain order and discipline at all times when performing duties in the CSCC functional area.

(12) Accomplish service reports on any malfunction of the intrusion detection and CCTV equipment.

(13) Conduct all required IDS tests and enter these in the Security Logs

(14) Perform other essential control room duties as required.

4. **Security Post Joint Force Headquarters Building:** One Security Officer will be stationed at the security desk located in the main lobby of the building during normal work hours. The Security Officer assigned to the station will perform all duties normally associated with manning a front desk. Listed below are the general duties.

- a. Control access to the Joint Force Headquarters Building
- b. Log visitors in and out of the Joint Force Headquarters Building
- c. Assign security badges to visitors and personnel working in the building
- d. Monitor and operate all CCTV equipment located inside the building
- e. Prepare and maintain daily logs and security reports
- f. Maintain the work area at the highest standards of cleanliness and order at all times.

5. **Shift Supervisor:** The Security Shift Supervisor is responsible for overseeing and directing the work and behavior of other members of the security force. To obtain maximum performance from each member of his force, the supervisor must have a complete understanding of leadership principles and be capable of applying them. On-site supervision of the Security Officer Force will be provided by the Contractor continuously. Shift supervisors shall be individuals who have demonstrated supervisory ability by successful experience of at least two years in a position similar to position described hereunder.

a. Listed below are the qualifications, responsibilities and duties of the shift supervisor.

(1) The Shift Supervisor will be a working supervisor, performing duties at the Security Post Joint Force Headquarters and Mobile Patrol.

(2) The supervisor is responsible for understanding the operations of all posts.

(3) The supervisor shall inspect each post, fixed and mobile, on a varying schedule, at least three times during each eight-hour period.

(4) The shift supervisor shall insure that all Security Officers report for on time and that each member of the Guard Force is inspected prior to being posted. Such inspections shall include but are not limited to the following:

- a. Complete clean and neat uniform, including shined shoes
- b. Personal appearance acceptable for the security profession
- c. Physically capable of standing watch.
- d. Ensure that all Security Officers are properly equipped.

e. Ensure that all Security Officers are informed of and understand their duties and all special orders.

(5) Security Supervisor will be the primary POC on daily routine security matters

(6) Responsible to provide daily briefing to oncoming shift of any security information.

(7) Ensure a joint inventory is conducted each shift between the off-going Shift Supervisor and account for all keys and equipment assigned to the Contractor.

(8) The Security Force Supervisor will establish a relief schedule for fixed posts and patrol

(9) Review, and approve all reports, forms, and completed logs generated during the tour of duty, paying specific attention to accuracy, neatness, content and completeness.

(10) Maintain the security of all areas by taking actions as required by appropriate procedures and checklists.

SECTION V – CONTRACTOR’S EMPLOYEES

1. General Qualifications: The Contractor shall ensure all personnel employed in the performance of this contract, shall meet or exceed the following minimum criteria, prior to assignment of duty:

a. Personnel assigned to duty at the State Military Reservation will have, at a minimum, a high school diploma or GED equivalent. All Security Officers shall be literate in English to the extent of reading and understanding printed regulations, detailed written orders, training instructions and material, and shall be able to compose hand written or computer reports, which convey complete information.

b. All security personnel will have a basic knowledge of operating a computer including word-processing, basic data base operations, email and data entry input. Must also be able to prepare reports, rosters, ID and other security functions using a computer.

c. The ability to think clearly and react promptly in emergency situations.

d. The ability to remain alert and work alone during evening hours.

e. The ability to answer phone calls, take detailed messages, and access voicemail.

f. The ability to perform radio communications

g. All employees must possess the capacity to acquire a good working knowledge of all aspects of contract Security Force position requirements.

2. Physical Requirements: All Security Officers assigned by the Contractor to work under this contract shall be physically able to perform all general patrol duties, functions, and activities duties.

- a. All personnel shall be capable of lifting forty pounds.
- b. All personnel shall be capable of hearing normal conversations at a distance of twenty feet.
- c. All personnel shall be capable of intermittent work around excessive noise.
- d. All personnel shall be capable of walking and standing for at least a twelve-hour period, to include climbing and descending stairs.
- e. All personnel shall be capable of working both inside and outside during all weather conditions.
- f. All personnel shall be capable of intermittent work on slippery or uneven walking surfaces.
- g. All personnel shall be capable of working around moving objects or vehicles.
- h. All personnel shall be capable of working both alone and closely with others.
- i. All personnel shall be capable of working protracted or irregular hours.

3. Physical Ability Test (PAT): In accordance with Army Regulation AR 190-56, the minimum physical ability requirements must be met by contract employees. The PAT serves to provide a measure of the individual's preparedness to successfully accomplish the essential functions of the Security Officer position. In order to meet the condition of employment standard, the individual tested must successfully pass the established standard for each of the two elements of the PAT. The PAT will be administered by the NHNG Security Manager.

In accordance with Army Regulation AR 190-56, the minimum physical ability requirements for all contract security personnel are as follows:

- a. Pushups – Nineteen (19) pushups in two (2) minutes
- b. Run 1.5 miles in 17:30 minutes

For new hires, the initial PAT requirement must be met prior to assignment to a Security Officer position.

PAT will be conducted annually for Security Officers.

A minimum of four months must elapse before an individual who passed the PAT in one calendar year is required to take the PAT again in the next calendar year.

If a current contract employee fails the record PAT, he/she will be required to pass the retest within 90 days. If the employee fails the second PAT, they will not be retained on the contract.

Medical Clearance:

Current contract employees are required to take an initial, diagnostic PAT within 30 days of being medically cleared of any medical condition(s) and must pass the record PAT within one year from the date of their medical clearance; thereafter, annual physical ability testing will be required for all contract employees. In order to meet the condition of employment standard, the individual tested must successfully pass the established standard for each of the elements of the PAT. If the contract employee fails the record PAT, he/she will be required to pass the retest within 90 days.

Alternate PAT:

In accordance with Army Regulation AR 190-56, Alternate PAT events are permitted for contract employees with long-term medical restrictions or disabilities who cannot perform the run or pushup events, but can otherwise perform the essential functions of the job. The contract employee must perform all the regular PAT events in which their medical restrictions permit and also will complete any identified alternate event in the time period specified.

Alternate events:

- a. The 2-mile walk is an authorized alternate event for the 1.5-mile run. The individual must walk two (2) miles in 32 minutes to successfully pass this event.
 - b. The 25-foot dummy drag is an authorized alternate event for the pushup. The individual must complete the event without dropping the dummy in order to successfully pass this event and must complete the event in 15 seconds. The dummy must be of average proportions and the height and weight of an adult between 140 and 150 pounds.
4. The consumption/intake of alcoholic beverages, drugs, narcotics and/or other substances that inhibit job performance within the eight (8) hour period prior to a scheduled shift is strictly prohibited. Failure to comply with this standard may result in non-performance of the contract.
5. Drug testing/screening: All contract employees must sign a Workforce Drug Testing Act form or DA Form 5019, *"Condition of Employment for Certain Civilian Positions Identified Critical Under the Department of the Army Drug-Free Federal Workplace Program"*, and pass a drug test in accordance with AR 600-85 before being hired. Drug testing/screening will meet or exceed all state and local requirements. A positive initial drug test disqualifies the individual from employment under this contract. In accordance with Army Regulation AR 600-85, contract security personnel are subject to random drug screening at all times. The Contractor shall conduct, at a minimum, quarterly random drug screening on 25% of their contract workforce. The Contractor will submit timely drug test procedures and results to the Program Manager. The Contractor will notify the Program Manager of any positive drug test results

within 24 hours of drug test result notification. A positive drug test disqualifies the individual from further employment under this contract. The Contractor is responsible for all associated costs of drug screening for Contract Security employees throughout the term of the contract.

6. The following are prohibited and a violation of the contract.

- a. Sleeping on duty, reclining or assuming a relaxed position that one would appear to be sleeping or inattentive.
- b. Using profane language
- c. Consuming alcohol on duty or eight (8) hours prior to duty
- d. Using intoxicants, drugs or narcotics while on or (8) hours prior to duty
- e. Gambling in any form
- f. Smoking in any government buildings
- g. Possession of personal firearms

7. TRAINING: The Contractor shall develop, implement, and maintain training programs. These programs shall ensure the Security Force is a properly trained work force capable of successful accomplishment of assigned duties during both normal and emergency security operations.

a. All employees shall be required to satisfactorily complete at least 40 hours training within 90 days of assignment, and written certification shall be maintained by the Contractor and supplied to the Security Manager upon request. Listed below are the minimum training topics to be covered:

- (1) Mission and function of Security Officer operations
- (2) Post orders – thorough understanding of the Security Manager's SOP and other provisions of the contract.
- (3) Personnel Identification Procedures (ID Badge System – Military ID, State ID and visitors)
- (4) Vehicle, Area and Personnel Search Authority Procedures
- (5) Report Writing – writing clear and concise reports – who, what, when, where, why and how.
- (6) Security Officer Orientation – general orientation on conduct and attitudes on and toward the job

(7) Communication/Radio Procedures and Equipment

(8) Traffic Control – movement and control of vehicular traffic by Security Officer using hand and arm signals

(9) Public relations

(10) Patrol procedures

(11) Response to emergency situations or crises

(12) Antiterrorism and operations security requirements

(13) Protective Equipment and Procedures to include blood borne pathogen training

b. Time and material costs for the training listed above shall be borne by the Contractor and all training certified by the Contractor.

c. The Contractor shall develop and maintain an on-the-job training program to ensure personnel employed under this contract remains proficient.

d. Personnel training records shall be maintained by the Contractor. All training records shall be made available to the government upon request.

e. Control Room Training (located at the AASF) will be initially provided by the State and thereafter, it will be the responsibility of the Contractor to train employees.

6. Personnel Appearance: The Contractor shall ensure personnel performing duties under this contract maintain an exemplary appearance. In the performance of their assigned duties, Security Officers often serve as the only contact the general public may have with the National Guard. For this reason, it is essential their conduct, dress and personal appearance present a professional demeanor.

SECTION VI - SUPPLIES, EQUIPMENT, AND PROPERTY:

1. The Contractor shall provide for each Security Officer with the uniforms and personnel equipment outlined below. All Security Officers shall wear this uniform and all authorized personal equipment while on duty in a clean, serviceable condition. All uniforms and equipment issued to the employees shall be of the same type and style throughout. Headgear shall be worn by all personnel. The uniform and equipment shall include the following:

a. Shirt with Contractor logo

b. Trousers

c. Jacket with Contractor logo

- d. Cap with Contractor logo
- e. Raincoat with Contractor logo
- f. Shoes, black (*the Contractor is not required to provide black shoes, but they must be worn by the Security Officers*)
- g. Tie (seasonal)
- h. Shoulder patch
- i. Badge
- j. Name plate
- k. Operational flashlight
- l. Portable two way radio
- m. Gloves, black leather
- n. Insignia or rank, as appropriate
- o. Utility belt; black, waist, leather, 1-1 1/2inch

2. The Contractor shall develop and implement a Dress and Appearance Operating Instruction prescribing the wear of the uniforms and equipment for all personnel.

3. The Contractor shall provide one (1) vehicle for use in conducting motorized patrols. The Contractor shall ensure that the vehicles are in good repair, free of surface rust, is inspected for safety, meet the safety standards established by the New Hampshire Department of Safety and insured according to the provisions specified in EXHIBIT C of this agreement. All fuel, lubrication and maintenance of the vehicle shall be the responsibility of the Contractor. It is mandatory that the vehicles be operational and available at all times. The vehicles shall be required to have the following

- a. Amber light bar
- b. Spotlight
- c. Mobile two way radio
- d. Clearly marked on both sides to distinguish it as a security vehicle.

4. The Contractor shall be responsible for all long distance calls associated with the telephone service.

SECTION VII - USE OF STATE AND UNITED STATES GOVERNMENT SUPPLIES, MATERIAL AND EQUIPMENT:

1. The State or Federal Government shall provide the following to the Contractor for use in implementing this agreement at no charge to the Contractor:

- a. Security Officer working space to include Entry Control Point and control center
- b. Office furniture, to include desks, chairs, filing cabinets, and other related office equipment.
- c. Control equipment for an electrically operated, slide-by gate located at the entry control points.
- d. Electrical power for heat, lights, and air-conditioning at entry control points. All utilities are furnished by the government at no cost to the Contractor
- e. A key chain with appropriate keys.
- f. Standard operating procedures for security, instructions and a State Military Reservation and AASF access control lists.
- g. Cleaning materials; such as, brooms, mops, sponges, rags and cleaning fluids for the interior maintenance of the Entry Control Point.
- h. Telephone for emergencies and local calls only. Telephone will have voice mail capability and will be provided at no cost to Contractor.
- i. Computer(s) for access control, monitoring, ID systems and administration

2. The government property made available under this contract shall be for official Government use only in the performance of the resulting contract. Government property will be returned on termination of the contract prior to Contractor receiving final payment.

3. The Government shall provide normal maintenance and repair of the property furnished to the Contractor under the resulting contract.

4. The Contractor shall take all reasonable precautions in accordance with sound industrial security practices to safeguard and protect the government property and maintain in clean serviceable condition. The Contractor assumes the risk of, and shall be responsible for, any loss or damage to Government property in his possession except for reasonable wear and tear and to the extent that such property is consumed in the performance of the contract.

5. The Government shall not be responsible in any way for damage to the Contractor's supplies, materials, or equipment or to the Contractor employee's personal belongings brought into the building or onto the grounds due to fire, theft, accident, or other disaster.

6. An inventory of government-furnished equipment must be done not later than 5 calendar days before start of the contract, within 10 calendar days of the start of any option periods, and not later than 10 calendar days before completion of the contract period. The Contractor and a government representative shall conduct a joint inventory of all government-furnished equipment and the Contractor shall sign a receipt for all equipment provided by the government.

7. Key Control: The Contractor shall establish and implement methods of ensuring all keys issued to the Contractor by the government are not lost. When the replacement of locks or re-keying is performed by the government, the total cost of re-keying or the replacement of the lock or locks may be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the government and the total cost deducted from the monthly payment due the Contractor.

8. No keys issued to the Contractor by the government shall be duplicated. The Contractor shall develop procedures covering key control, which will be included in the post orders. A complete key inventory shall be accomplished prior to contract start. The Contractor shall report the occurrence of a lost or duplicated key to the Security Manager within 24 hours of the occurrence.

9. The Contractor shall establish and implement methods of ensuring all lock combinations are not revealed to unauthorized persons.

SECTION VIII - QUALIFICATIONS:

1. The Contractor shall be licensed by the New Hampshire Department of Safety pursuant to New Hampshire Revised Statutes Annotated (NH RSA) 106-F.

a. The Contractor shall, be bonded as required by NH RSA 106-F.

b. The Contractor shall maintain the license and bonding, as required by NH RSA 106-F, throughout the term of this agreement.

c. All Contractor employees, employed under this agreement, shall be licensed by the New Hampshire Department of Safety pursuant to NH RSA 106-F.

2. All Security Officers employed under this agreement shall possess the appropriate, valid motor vehicle operator's license to permit the operation of vehicles in the State of New Hampshire.

3. In accordance with Army Regulation AR 190-56, Contract employees will be security screened to the extent possible prior to being appointed to such positions. The Contractor will conduct pre-employment inquiries to include, at a minimum, checks with former employers and supervisors and personal references, conduct a check of arrest and criminal history records of the

State (s) in which an applicant has resided.

4. All Contractor employees employed under this agreement shall be required to undergo a National Agency Check (NAC) as part of this contract.

5. The Contractor shall provide the State with current proof of insurance that is required under the provisions of the agreement. The State may require other proof of status as may be required under the agreement.

6. The Contractor shall not employ persons for work on this contract if such employee is identified to the Contractor by the contracting officer as a potential threat to health, safety, security, general well-being or operational mission the installation and its population. Contractor is required to replace, within four hours, any Security Officer that is determined to be unfit for duty.

7. Individuals convicted of domestic violence are not eligible for hire or retention.

8. Disclosure of Information: Neither the Contractor nor any of his employees will disclose or cause to be disseminated, any information concerning the operation of the New Hampshire National Guard, and or its facilities, which could result in or increase the likelihood or the possibility of a breach of the security of the activity or interrupt the continuity of its operations.

**STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT
SECURITY SERVICES – STATE MILITARY RESERVATION**

EXHIBIT B, CONTRACT PRICE

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

1. The sum to the Contractor shall not exceed \$614,448.00 without amendment and approval of the Governor and Executive Council.
2. The contract amount for security services at the State Military Reservation and Facilities in Concord, New Hampshire for the period of July 1, 2013 through June 30, 2014, to include the contractor-provided supplies, equipment, property, insurance and other ancillary costs as specified in EXHIBIT A (Scope of Services) of this agreement shall be \$604,548.00 and shall be paid by the State of New Hampshire to the Contractor in twelve (12) equal monthly payments of \$50,379.00.
3. The cost of the contingency line for drill weekends purposes only, shall not exceed \$7,380.00. If provided, these charges shall be invoiced separately.
4. The cost of the contingency line for general purposes shall not exceed \$2,520.00. If provided, these charges shall be invoiced separately.
5. Costs for additional security services to be provided by the contractor as requested by the State Security Manager (noted in Exhibit A, Section II, para. 5 – 6) will not exceed \$205.00 per 8-hour shift. If provided, these charges shall be invoiced separately as described in paragraphs 2 and 6 of this Exhibit B.
6. 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.

Invoices will be submitted by the Contractor to:

**The Adjutant General's Department
Attn: State BA Office-Accounting
4 Pembroke Road
Concord, New Hampshire 03301**

**STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT
SECURITY SERVICES – STATE MILITARY RESERVATION**

EXHIBIT C, SPECIAL PROVISIONS

SUBJECT: Security Services – State Military Reservation

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

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

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

3. The Contractor shall be responsible to correct, at his own cost and expense, defective work, or damaged property when defects and damage are caused by the Contractor's employees, equipment or supplies. The Contracting Officer may withhold all, or part of, payments due to the Contractor until defective work or damaged property caused by the Contractor, his employees, equipment or materials, is placed in satisfactory condition

4. **General Provisions** are amended as follows:

a. **Provision 7. PERSONNEL sub-part 7.2:** Delete the period at the end of the provision, and add the following:

"or who is a National Guardsperson or who is a federal employee of the National Guard."

b. **Provision 9. DATA; ACCESS; CONFIDENTIALITY; PRESERVATION:** Add the following sub-part:

9.4 Between the Effective Date and three (3) years after the Completion Date, as often as the State or Federal Government shall demand, the Contractor shall make available for audit purposes, all records that pertain to this Agreement. Upon demand the contractor shall provide copies of such documents which may include invoices, payrolls, records of personnel, and other information relating to all matters covered in this agreement.

c. Provision 14. INSURANCE AND BOND: Add the following sub-sub-part:

14.1.3 Insurance against all claims arising from the Contractor's use of automobiles in the conduct of this agreement, in amounts of not less than \$250,000.00 per person bodily injury liability, \$500,000.00 per occurrence bodily injury liability and \$50,000.00 property damage liability.

5. ADD the following as Special Provisions to the extent not inconsistent with the express terms of this Agreement, the provisions of 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, DoD Grant and Agreement Regulations (DoDGARS) (DoD 3210.6-R) as amended, Title 2 Code of Federal Regulations (CFR) Part 225, and NGR 5-1, are hereby incorporated into this MCA by reference as if fully set forth herein, shall govern this Agreement:

Nondiscrimination.

The Grantee covenants and agrees that no person shall be subject to discrimination or denied benefits in connection with the State's performance under the MCA. Accordingly, and to the extent applicable, the Grantee covenants and agrees to comply with the following national policies prohibiting discrimination:

a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR part 195.

b. On the basis of race, color or national origin, in Executive Order 11246 {3 CFR, 1964-1965 Comp. pg. 339}, as implemented by Department of Labor regulations at 41 CFR part 60.

c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DoD regulations at 32 CFR part 196.

d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.

e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 45.

Lobbying.

a. The state covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal

actions. The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

Drug-Free work Place.

The Grantee covenants and agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

Environmental Protection.

a. The Grantee covenants and agrees that its performance under this Agreement shall comply with:

- (1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
- (2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued there under;
- (3) The Resources Conservation and Recovery Act (RCRA);
- (4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
- (5) The National Environmental Policy Act (NEPA);
- (6) The Resources Conservation and Recovery Act (RCRA);
- (7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at Subpart J of 40 CFR part 32;
- (8) To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.
- (9) The applicable provision of the Clean Air Act (42 U.S.C. § 7401, et seq.) and Clean Water Act (33 USC 1251, et seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 comp., p.799].

b. In accordance with the EPA rules, the parties further agree that the Grantee shall also identify to the awarding agency (NGB) any impact this award may have on:

- (1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such

cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

(2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.

(3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.

(4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.

(5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

(6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

Use of United States Flag Carriers.

a. The state covenants and agrees that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

b. The state agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

Debarment and Suspension.

The state covenants and agrees to comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR part 180, as implemented by the DoD in 2 CFR Part 1125. The Grantee agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the Grantee enters into transactions that are "covered transactions" under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR Part 1125.

Buy American Act.

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

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

Uniform Relocation Assistance and real Property Acquisition Policies.

The state covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

Copeland "Anti-Kickback" Act.

The state covenants and agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Contract Work Hours and Safety Standards Act.

The state covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

EXHIBIT D - Environmental Management System
Notice for Contractors and Contractor employees

The New Hampshire Army National Guard (NHARNG) has implemented an environmental Management System (eMS), in accordance with Federal Executive Orders 13423 and 13514, to guide its operations in an environmentally sound manner. Under its eMS, the NHARNG has identified significant activities, products or services that can interact with the environment (known as aspects) and potential environmental impacts from its operations.

The significant environmental aspects are listed below:

HVAC (heating, ventilation & a/c)	Endangered species management
Ground vehicle maintenance & repair	AASF JP-8 use and storage
Vehicle travel (fleet) between work stations	

These five (5) significant aspects and their associated impacts will be closely monitored by the NHARNG. Objectives and associated target completion dates have been developed to reduce the environmental impacts from the two (2) shaded aspects. Further, the NHARNG is tracking the success of the implementation plans established to achieve the NHARNG's objectives.

For the purposes of this notice, applicability is limited to those actions that the contractor or subsequent employees are likely to perform on NHARNG properties.

The primary purpose of this notice is to communicate the three basic tenets of the NHARNG's eMS policy:

- eMS (ISO 14001) is the management system the NHARNG uses to implement the Adjutant General's Environmental Policy;
- The eMS Environmental Policy commits the NHARNG to comply with environmental laws and regulations, to prevent pollution and to promote continual improvement of the eMS; and
- Contractors are responsible for knowing the environmental impacts of their services, and must understand the management requirements for any activities that could affect any of NHARNG's significant aspects, or that could result in potential environmental impacts.

AASF JP-8 Use and Storage

The NHARNG is committed to reducing environmental impacts from fueling operations. If you perform on-site fueling activities at the AASF, you must be aware that this facility is covered by an Integrated Contingency Plan (ICP). Spills of fuel must be reported as indicated on the Spill Chart and Hazardous Waste Emergency Notification Form. Fueling activities may only be performed by personnel who have been trained according the functions performed. Personnel dispensing fuels are responsible for cleaning up any spills that occur during fueling activities.

HVAC (Heating, Ventilation, and A/C)

The NHARNG is committed to reducing its consumption of energy from HVAC. Reducing energy consumption from HVAC may be realized by turning off electrical equipment when not in use, or reducing heating temperatures/increasing cooling temperatures, using alternative fuels (if available, such

as E85 or biodiesel), etc. Contracts that include the use or installation of HVAC Equipment will seek the most energy efficient technology within the scope of the contract.

Ground Vehicle Maintenance and Repair

The NHARNG is committed to reducing hazardous waste generation by ground vehicle maintenance and repair through pollution prevention and waste minimization. Hazardous wastes generated by your vehicle maintenance and repair activities must be disposed in accordance with contract provisions and regulatory requirements.

Endangered Species Management

The NHARNG is committed to preserving and restoring habitat and threatened and endangered species. The federally endangered Karner Blue Butterfly (KBB) is known to occur on the State Military Reservation, and habitation restoration areas are only for authorized uses. Signage is present on the SMR to identify the habitat restoration area. Use of this area is prohibited by contractors unless specifically included in your contract.

Vehicle Travel (fleet) Between Work Stations

The NHARNG is committed to preventing pollution through monitoring of Federal GSA Fleet vehicle usage. Usage of fleet vehicles by contractors is prohibited.

Significant aspects likely to be affected by contractor's activities, products, or services:

(To be discussed at the Kickoff meeting)

Review of specific contract provisions related to environmental aspects:

(To be discussed at the Kickoff meeting)

Contact Information:

NHARNG Environmental Program Mgr.: Mr. Zachary Boyajian (603) 227-1439

NHARNG State Environmental Specialist: Ms. Eileen F. Chabot (603) 225-1211

Resources:

NHARNG Integrated Cultural Resources Management Plan (ICRMP) - Statewide

Integrated Contingency Plan (ICP) – Facility specific; established for the State Military Reservation,

Hillsboro Readiness Center (RC) / Field Maintenance Shop (FMS), Littleton RC / FMS, Manchester

RC / FMS, Army Aviation Support Facility (AASF)

NHARNG Hazardous Waste Management Plan (HWMP) SQG and FQG – Statewide

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SECURITAS SECURITY SERVICES USA, INC. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on November 25, 2002. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of May, A.D. 2013

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State

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

The undersigned, Michael C. Pope, hereby certifies that:

1. He is the duly elected and acting Assistant Secretary of Securitas Security Services USA, Inc., a Delaware corporation (the "Company").
2. The following resolutions were duly adopted by the Board of Directors of the Company as of September 15, 2003:

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

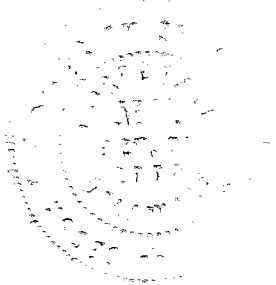
FURTHER RESOLVED, that the Secretary or any Assistant Secretary of the Company may certify and provide a copy of these resolutions upon request to interested parties, and that such certification shall be evidence without further action being required on the part of the recipient, that the person executing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

FURTHER RESOLVED, that the foregoing resolutions shall be effective as of July 1, 2003 and shall supersede any previous resolutions of the Board relating to the subject matter of the foregoing resolutions.

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

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Assistant Secretary as of the 6th day of May, 2013.

[seal]



A handwritten signature in dark ink, appearing to read "M. Pope", is written over a horizontal line. The signature is fluid and cursive.

MICHAEL C. POPE, Assistant Secretary

Memorandum of Insurance

MEMORANDUM OF INSURANCE					DATE 26-Mar-2013	
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the Insured named herein to access this Memorandum via https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=900075530. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>						
PRODUCER				COMPANIES AFFORDING COVERAGE		
Marsh USA Inc. dba Marsh Risk & Insurance Services ("Marsh")				Co. A XL Insurance America, Inc.		
INSURED				Co. B ACE American Insurance Company		
Securitas Holdings, Inc., (see Additional Information below)				Co. C Indemnity Ins. Co. of North America (ACE)		
4330 Park Terrace Drive				Co. D AXIS Insurance Company		
Westlake Village						
California 91361						
United States						
COVERAGES						
<p>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 MEMORANDUM 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</p>						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General Liability Occurrence	US00005451LI13A	01-JAN-2013	01-JAN-2014	GENERAL AGGREGATE	USD 2,000,000
					PRODUCTS - COMP/OP AGG	USD 2,000,000
					PERSONAL AND ADV INJURY	USD 1,000,000
					EACH OCCURRENCE	USD 2,000,000
					FIRE DAMAGE (ANY ONE FIRE)	USD 1,000,000
					MED EXP (ANY ONE PERSON)	N/A
B	AUTOMOBILE LIABILITY Any Auto	ISAH08713637	01-JAN-2013	01-JAN-2014	COMBINED SINGLE LIMIT	USD 2,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
A	EXCESS LIABILITY Umbrella Form	US00005452LI13A	01-JAN-2013	01-JAN-2014	EACH OCCURRENCE	USD 4,000,000
					AGGREGATE	USD 4,000,000
	GARAGE				AUTO ONLY (PER	

	LIABILITY				ACCIDENT)	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
C	WORKERS	WLRC47129448	01-JAN-2013	01-JAN-2014		
B	COMPENSATION /	(AOS)	01-JAN-2013	01-JAN-2014	WORKERS COMP	Statutory
B	EMPLOYERS	WCUC47129436	01-JAN-2013	01-JAN-2014	LIMITS	
B	LIABILITY	(CA, OH, WA)	01-JAN-2013	01-JAN-2014	EL EACH ACCIDENT	USD 1,000,000
	THE	SCFC47129461			EL DISEASE - POLICY	USD 1,000,000
	PROPRIETOR /	(WI)			LIMIT	
	PARTNERS /	WLRC4712945A			EL DISEASE - EACH	USD 1,000,000
	EXECUTIVE	(MA)			EMPLOYEE	
	OFFICERS					
	ARE Included					
D	"All Risk"	MLB739285-12	30-APR-2012	30-APR-2013	Real & Personal Property	\$10,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications here to are not authorized.

MEMORANDUM OF INSURANCE		DATE 26-Mar-2013
<p>This Memorandum is issued as a matter of Information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=900075530. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>		
PRODUCER Marsh USA Inc. dba Marsh Risk & Insurance Services ("Marsh")	INSURED Securitas Holdings, Inc., (see Additional Information below) 4330 Park Terrace Drive Westlake Village California 91361 United States	
ADDITIONAL INFORMATION <p>GENERAL LIABILITY policy has a Self Insured Retention ("SIR") of USD 500,000.</p> <p>*WORKERS COMPENSATION AND EMPLOYERS' LIABILITY policy has a Self Insured Retention ("SIR") of USD 1,000,000 with respect to Policy No. WCUC47129436.</p> <p>NAMED INSURED INCLUDES: Securitas Holdings, Inc., including: Securitas Security Services USA, Inc.; Pinkerton Consulting & Investigations; dba: Pinkerton Corporate Risk Management</p>		

Burns Int'l Services Company, LLC.
Pinkerton Government Services, Inc.

AS RESPECTS GENERAL LIABILITY POLICY:

(Blanket Additional Insureds Endorsement Applies)

Additional Insured(s): where required under written contract or agreement; only to the extent that the Named Insured has agreed in writing prior to the occurrence or accident to provide insurance for such persons or organizations and then only with respect to liability for bodily injury or property damage arising out of operations performed for such additional insured by or on behalf of the Named Insured.

The insurance provided by this endorsement, subject to all other policy terms, conditions and limits of insurance, does not extend coverage beyond that agreed to in the contract between the additional insured designated above and the Named Insured.

Acts or omissions of Additional Insureds are not covered under any circumstances.

Waiver of Transfer of Rights of Recovery Against Others to Us - We waive any right of recovery we may have against the person or organization shown in the "Schedule" because of payments we make for injury or damage arising out of your ongoing operations of "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the "Schedule". "Schedule" refers to all persons or organizations where the Named Insured has agreed, by written contract executed prior to the date of occurrence, to waive rights of recovery against such persons or organizations. All contracts, locations, states and coverages.

AS RESPECTS AUTOMOBILE LIABILITY POLICY:

Additional Insured(s): where required under written contract or agreement; only as respects a covered auto, and only for bodily injury or property damage resulting from acts or omissions of the Named Insured, any of the Named Insured's employees or agents, any person operating a covered "auto" with permission from the Named Insured, or any of the Named Insured's employees or agents.

Acts or omissions of Additional Insureds are not covered under any circumstances.

Waiver of Transfer of Rights of Recovery Against Others - We waive any right of recovery we may have against the person or organization shown in the "Schedule" because of payments we make for injury or damage arising out of the use of a "covered auto". The waiver applies only to the person or organization shown in the "Schedule". "Schedule" refers to any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

AS RESPECTS WORKERS' COMPENSATION and EMPLOYERS' LIABILITY POLICY:

Waiver of Our Right to Recover from Others for Policy No. WCUC47129436 (CA, OH, WA) - We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the "Schedule". (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.) This agreement shall not operate directly or indirectly to benefit anyone not named in the "Schedule". "Schedule" refers to whenever you waive your right of recovery in writing prior to the loss.

Waiver of Our Right to Recover from Others for Policy No. WLRC47129448 (AOS) & WLRC4712945A (MA) - We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the "Schedule". (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.) This agreement shall not operate directly or indirectly to benefit anyone not named in the "Schedule". "Schedule" refers to any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

PROPERTY

All Risk of Direct Physical Loss or Damage to Real Property on a Replacement Cost Basis, Subject to Policy Terms, Conditions and Exclusions.

All Certificates of Insurance are subject to the terms, conditions, limitations, and limits of liability of this policy.

Primary \$10,000,000

AXIS Insurance Company

MLB739285-12

Earthquake Annual Aggregate - CA, AK, HI, PR \$ 5,000,000

Earthquake Annual Aggregate - Pacific Northwest Earthquake Territory \$10,000,000

Earthquake Annual Aggregate - New Madrid Earthquake Territory \$10,000,000

Earthquake Annual Aggregate - All other locations \$10,000,000

Earthquake Maximum Payable Annual Aggregate All Locations \$10,000,000

Flood Annual Aggregate Locations in High Hazard Flood Zones \$1,000,000

Flood Annual Aggregate All other locations \$10,000,000

Flood Maximum Payable - Annual Aggregate All locations \$10,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.



STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

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

G & C	7-11-12
Item #	11A

William N. Reddel, III, Major General
The Adjutant General

Carolyn J. Protzmann, Brigadier General
Deputy Adjutant General

Stephanie L. Milender
Administrator

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

June 21, 2012

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. The Adjutant General's Department respectfully requests retroactive approval to exercise the first of two, one-year contract renewal options with Securitas Security Services USA, Inc. of Manchester, New Hampshire (vendor code #128767), in the amount of \$614,448.00 for security services at the State Military Reservation (SMR) in Concord, New Hampshire the period of July 1, 2012 through June 30, 2013. The original contract was approved on June 9, 2010, item #8A. **100% Federal Funds**

2. The Department also requests approval to establish a contingency line as part of the contract total for the contract of period of July 1, 2012 through June 30, 2013 in the amount of \$12,048.00.
100% Federal Funds

Funds are available in the following appropriation as follows:

02-12-12-120010-2266 - ADJUTANT GENERAL - Army Guard Security:

		FY '13
Security Services	10-0120000-22660000-231-500766	\$602,400.00
Contingency	10-0120000-22660000-231-500766	<u>12,048.00</u>
	TOTAL	\$614,448.00

EXPLANATION

This is the first of two (2) potential one-year renewal options in this contract between the Adjutant General's Department and Securitas Security Services USA, Inc. The Department is satisfied with the services that have been provided by Securitas at the SMR in Concord, and welcomes this one-year extension. Securitas has been extremely cooperative and has met the needs of the New Hampshire National Guard when they have been tasked to temporarily increase or even decrease their manning (due to funding), close access gates, cover special events and perform extra detail patrols as requested. This requested action is retroactive due to the timing of the G&C meeting schedule.

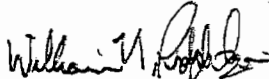
His Excellency Governor John H. Lynch
And the Executive Council
page 2

In accordance with Army Regulations, the terms of this contract renewal now include mandatory physical fitness testing and random drug screening to be performed by the Contractor. The contract extension represents a 3.5% increase from the original contract price accepted in May 2010, and was recently negotiated & mutually agreed upon between both parties; the Adjutant General's Department and Securitas Services USA, Inc.

The federal funds to pay for this Contract are provided to the Adjutant General's Department by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire Army National Guard. The cost of this contract shall be reimbursed to the State by the Federal government at a rate of 100%. In the event that federal funds are not available, general funds will not be requested to support this program.

The Contract has been approved for form, substance and execution by the Attorney General's Office.

Respectfully Submitted,



William N. Reddel, III
Major General, NH National Guard
The Adjutant General

Subject:

Security Services - State Military Reservation, Concord, NH

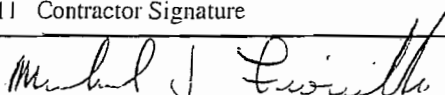
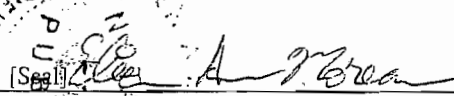
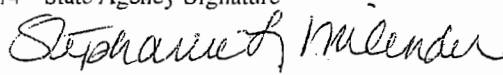
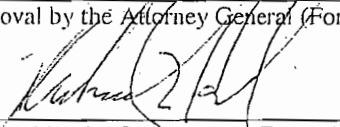
FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name ADJUTANT GENERALS DEPARTMENT		1.2 State Agency Address 4 PEMBROKE ROAD, CONCORD, NH 03301	
1.3 Contractor Name Securitas Security Services USA, Inc.		1.4 Contractor Address One Wall Street, Manchester, NH 03101	
1.5 Contractor Phone Number 603-627-0333	1.6 Account Number 10-0120000-226600-231	1.7 Completion Date 6/30/13	1.8 Price Limitation \$614,448.00
1.9 Contracting Officer for State Agency Stephanie L. Milender		1.10 State Agency Telephone Number 603-225-1361	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory MICHAEL J. FIORILLO DEEA VICE PRESIDENT	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Hillsborough</u> On <u>June 25, 2012</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		EILEEN ANN MOREAU Notary Public - New Hampshire My Commission Expires January 25, 2017	
1.13.2 Name and Title of Notary or Justice of the Peace Eileen Ann Moreau			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Stephanie L. Milender, Administrator	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>nla</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6/26/12</u>			
1.18 Approval by the Governor and Executive Council By: On:			

2. **EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. **PERSONNEL.**

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

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

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

G & C	6/9/10
Item #	8A

William N. Reddel, III, Major General
The Adjutant General

Stephen C. Burritt, Brigadier General (ret.)
Deputy Adjutant General

Stephanie L. Milender
Administrator

Phone: 603-225-1360

Fax: 603-225-1341

TDD Access: 1-800-735-2964

May 20, 2010

His Excellency, Governor John H. Lynch
and The Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. The Adjutant General's Department respectfully requests approval to enter into an agreement with Securitas Security Services USA, Inc., of Manchester, NH (vendor #175981) to provide security services at the State Military Reservation, Concord, New Hampshire during the period of July 1, 2010 through June 30, 2012, with the option for two one-year renewals, in the amount of \$581,424.00 per year for a total cost of \$1,162,848.00. 100% Federal Funds

2. The Department also requests approval to establish a contingency line for the contract period of July 1, 2010 through June 30, 2012, in the amount of \$14,535.60 per year for a total cost of \$29,071.20. 100% Federal Funds

Funds are available in Fiscal Year 2011 and pending budget approval for Fiscal Year 2012 in the following appropriation as follows, with the authority to adjust encumbrances in each State Fiscal year through the Department of Administrative Services Budget Office, as needed and justified:

02-12-12-120010-2266 - ADJUTANT GENERAL - Army Guard Security

		FY '11	FY '12	
Security Services	10-0120000-22660000-231-500766	\$581,424.00	\$581,424.00	\$1,162,848.00
Contingency	10-0120000-22660000-231-500766	\$ 14,535.60	\$ 14,535.60	\$ 29,071.20
	Total	<u>\$595,959.60</u>	<u>\$595,959.60</u>	<u>\$1,191,919.20</u>

EXPLANATION

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

The Adjutant General's Department solicited for these security services by running a legal notice in the Union Leader newspaper for the period of April 6, 2010 through April 8, 2010 and posting the notice on the State of New Hampshire Bureau of Purchase and Property website for the period of April 2,

May 20, 2010

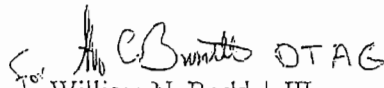
2010 through April 22, 2010. In addition to the public notices, bid requests were sent to thirteen (13) companies. It was noted in the bid materials and announced at the bid opening, that the award would not be based solely on low-bid, but would be awarded based on a rating system that included company profile, similar assignments, qualifications and references. The rating method/form was reviewed by the New Hampshire Bureau of Purchase & Property and the Administrative Services Budget Office in advance of this bid opening being posted. The bid opening was held on April 22, 2010 and ten (10) vendors submitted bids. Securitas Security Services USA, Inc. scored the most points in the rating of the qualified bidders and was awarded the contract contingent upon G&C approval. It should be noted that the average monthly bid price submitted was \$51,866.00 and Securitas submitted a bid of \$48,452.00 per month.

A contingency line is necessitated due to the potential for the Adjutant General to request additional security over and above the regular manning provided by the vendor. There are situations where additional security guards are needed to cover certain events such as pre and post mobilization events, pre and post deployment ceremonies, statewide pandemic drills, job fairs and even State Active Duty missions on the State Military Reservation.

Funds to support the required security guard services are provided by the Federal Government and administered under an existing Federal-State Agreement. Under the Agreement, the State, acting through the Adjutant General's Department, is required to provide the security guard services and the Federal Government is required to reimburse the State for the costs related to the services at the rate of 100%. In the event that Federal Funds become unavailable for this contract, General Funds will not be used.

This proposed contract has been approved for form, substance and execution by the Attorney General's Office.

Respectfully submitted,

 DTAG

William N. Reddel, III
Major General, NH National Guard
The Adjutant General

Subject:

Security Services - State Military Reservation


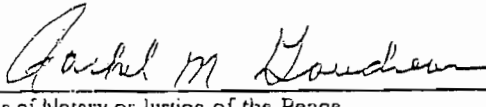

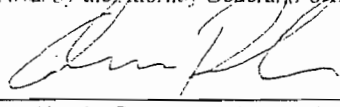

FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Adjutant General's Dept		1.2 State Agency Address 4 Pembroke Road, Concord, NH 03301	
1.3 Contractor Name Securitas Security Services USA, Inc.		1.4 Contractor Address 1 Wall Street, Suite 101, Manchester, NH 03101	
1.5 Contractor Phone Number 603-627-0333	1.6 Account Number 10-01200-22660000-231	1.7 Completion Date June 30, 2012	1.8 Price Limitation \$1,191,919.20
1.9 Contracting Officer for State Agency Stephanie L. Milender		1.10 State Agency Telephone Number 603-225-1361	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory MICHAEL J. FIORILLO - VICE PRESIDENT	
1.13 Acknowledgement: State of <u>MAINE</u> , County of <u>VOCK</u> On <u>05/20/2010</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		RACHEL M. GAUDREAU Notary Public, Maine My Commission Expires August 11, 2013	
1.13.2 Name and Title of Notary or Justice of the Peace RACHEL M. GAUDREAU OFFICE ASSISTANT			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Stephen C. Burritt, DTAG	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>5/21/10</u>			
1.18 Approval by the Governor and Executive Council By:  DEPUTY SECRETARY OF STATE JUN 09 2010			

2. **EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. **PERSONNEL.**

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

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

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