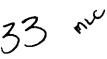
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### STATE OF NEW HAMPSHIRE THE ADJUTANT GENERAL'S DEPARTMENT

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

David J. Mikolaitics, Major General The Adjutant General

Warren M. Perry, Colonel (ret.) Deputy Adjutant General

Erin M. Zayac Administrator Phone: 603-225-1360 Fax: 603-225-1341 TDD Access: 1-800-735-2964

June 5, 2019

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

# **REQUESTED ACTION**

The Adjutant General's Department respectfully requests approval to enter into a **retroactive**, sole source contract with Centra-Larm Monitoring, Inc. (vendor code #156491), 994 Candia Road, Manchester, New Hampshire 03109, for the purpose of the provision of Arms Ammunition and Explosives (AA&E) Intrusion Detection System (IDS) Monitoring Services, in the amount of \$38,088.00, effective July 1, 2019, upon Governor and Council approval through June 30, 2022. 100% Federal Funds.

Funds are anticipated to be available in the SFY 2020 through SFY 2022 operating budgets contingent upon continued appropriations with the authority to adjust between fiscal years through the Budget Office if needed and justified.

# 10-12-12-120010-22480000 – Adjutant General's Department - Army Guard Electronic Security – -231-500766 Security Expenditures – Security Expenses

<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
\$12,696.00	\$12,696.00	\$12,696.00

#### **EXPLANATION**

This contract is **retroactive** because the contract was not received at this office for timely consideration by Governor and Council prior to the closing date of June 5, 2019 for the June 19, 2019 meeting. The contract is **sole source** based on the direction of the National Guard Bureau (NGB). The Arms Ammunition and Explosives Intrusion Detection System reports through cellular and telephonic frequencies to a central monitoring station. To minimize the number of vendors that have been given privileged access to the Intrusion Detection Systems, and to keep the AA&E secure, this service is provided by Centra-Larm. To remain in compliance with the NGB centrally overseen and funded program, it is not possible to substitute another service.

The Federal Funds allotted for these services 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 used to support this program.

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His Excellency, Governor Christopher T. Sununu and the Honorable Executive Council Page 2

The Contract has been approved by the New Hampshire Department of Justice as to form, substance and execution.

Respectfully submitted, Mikolaities Dav Major General, NHNG The Adjutant General

#### FORM NUMBER P-37 (version 5/8/15)

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

# AGREEMENT

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

#### GENERAL PROVISIONS

	TIFICATION.							
	gency Name TANT GENERAL	'S DEPARTMENT	1.2 State Agency Address 4 PEMBROKE ROAD CONCORD, NEW HAMPSHIRE 03301 1.4 Contractor Address 994 Candia Road, Manchester, NH 03109					
1.3 Contra Centra-Larr	ctor Name n Monitoring, Inc.	· · · · · · · · · · · · · · · · · · ·						
1.5 Contra Numbe	er	1.6 Account Number	1.7 Completion Date 1.8 Price Limitation					
(603) 623-7	930	010-012-2248-231-500766	June 30, 2022	\$38,088.00				
	cting Officer for Sta vac, Administrator	ate Agency	1.10 State Agency Telephon (603) 225-1361	c'Number	ĵ			
	actor Signature	Almin	1.12 Name and Title of Con M Jinan	tractor Signatory Le Stephante Helmi				
On 5/2 proven to be indicated in	block 1/12	re the undersigned officer, person name is signed in block 1.11, and	ally appeared the person identi acknowledged that s/he execut	fied in block 1.12, or satisfactoric difference of this document in the capacity	ily ,			
Sec.		blic or Justice of the Peace	JENNIFER P. BOXWELL Notary Public - New Hampshire My Commission Expires March 13, 2024					
and the second		enn, feic PBOrewi	ell. Notaly	*e				
· / I		1 Date: 6/5/19 partment of Administration, Divis			(			
By:	oval by the N.H. De	partment of Administration, Divis	sion of Personnel <i>(if applicable</i> Director, On:					
1.17 Appro	oval by the Attorney	General (Form, Substance and E	xccution) (if applicable)					
By:	she		On: 6/21/2019					
1.18 Appro	oval by the Governo	or and Executive Council (if appli	icable)					
By:			On:		-			
				· · · · · · · · · · · · · · · · · · ·	•			

Page 1 of 4

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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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, arc 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.

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#### 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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 (4) 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

Page 2 of 4



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/or8.1.3 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 carned, 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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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 assignce 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 \$1,000,000per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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.

Page 3 of 4

Contractor Initial Datè

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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 assignce 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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<sup>\*</sup>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.

Page 4 of 4





# **NGNH-FMO-ESS**

04 June 2019

# MEMORANDUM FOR RECORD

SUBJECT: Electronic Surveillance and Security (ESS) Centralarm Intrusion Detection System (IDS) Monitoring Sole Source Service

1. National Guard Bureau (NGB) has acknowledged that the individual states face a complex, intelligent, adaptable enemy which takes many forms from international terrorist groups to local criminal gang activity. In light of these threats and the need to protect unit weapons from falling into the wrong hands, NGB has implemented a robust ESS program. To help minimize costs to individual states and since it is a centrally managed program; NGB has developed a standardized equipment list.

2. Currently the Arms Ammunition and Explosives (AA&E) Intrusion Detection System (IDS) reports through cellular and telephonic frequencies to a central monitoring station. To minimize the number of vendors that have been given privileged access to the IDS systems, and to keep AA&E secure, this service is provided by Centralarm. To remain in compliance with the NGB centrally overseen and funded program; it is not possible to substitute another service.

3. The point of contact for this memorandum the undersigned at (603) 715-3551 or logan.t.kenney.mil@mail.mil.

Digitally signed by KENNEY LOGAN. TREVOR. 1280537 Date: 2019.06.04 15:39:38 -04'00'

LOGAN T. KENNEY, P.E. CPT, EN, NHARNG Design and Construction Branch Chief

# EXHIBIT A Scope of Services

# Central Station Requirements for monitoring of New Hampshire Army National Guard Intrusion Detection Systems (IDS) Alarm systems

The purpose of this contract is to provide UL listed alarm monitoring services for Army National Guard Installations throughout the State of New Hampshire. This is to include, but not limited to, twenty-five different locations with the possibility of three (3) future additions. Monitoring would be for intrusion detection systems (IDS) which consist of multi-zone, multi-area configuration, notification of proper authorities, provide system information on a scheduled or on demand basis to authorized personnel. The period of this contract will be from July 1, 2019 through June 30, 2022, upon Governor and Council approval.

- 1. The contractor shall comply with Underwriters Laboratories UL 827 Standard for Safety Central Station Alarm Services.
- 2. The contractor shall provide documentation of UL certification.
- 3. The contractor shall have background checks done for all personnel handling monitoring services.
- 4. The contractor shall provide for Test Timers on a daily, weekly or monthly schedule as required for all twenty-five locations.
- 5. The contractor shall provide authorized person access to account information over secure network.(i.e. Simsweb, Elink)
- 6. The contractor shall provide immediate notification of trouble conditions to the customer.
- 7. The contractor shall demonstrate ability to provide monitoring services for high security installations such as vaults.
- 8. The contractor shall have redundant communication and power systems to assure receipt of alarm signals.
- 9. The contractor shall notify proper authorities before callbacks.
- 10. The contractor shall provide for daily, weekly or monthly cell phone tests.
- 11. The contractor shall provide monthly activity reports for each system via Email, Fax or regular mail to the appropriate person.

Exhibit A, The Services

- 12. The contractor shall be required to put the system --on test" at any time for a specified time, when notified by an authorized person.
- 13. The contractor shall provide openings and closings logs to all twenty-five locations.
- 14. The contractor shall be a current Department of Defense monitoring station.
- 15. The contractor shall have personnel to answer calls at any time of the day.
- 16. The contractor shall provide two Toll-free phone numbers for reporting. Central station shall have multiple redundancy for phone communication, Fiber backed up by traditional copper wire.
- 17. The contractor shall be able to receive a custom module of Contact ID codes designed specifically for these installations.
- 18. The contractor shall provide one permanent free account for testing and shop use.
- 19. The contractor shall accept codes received by a back-up cellular service (Uplink) for twenty-one locations.
- 20. The contractor shall allow tours of the facility at any time.
- 21. If the contractor also provides Answering Services, this service shall be provided separately from monitoring services in a different location, this location being either a different room in the facility or a different building.
- 22. Personnel shall not be providing Answering Services while monitoring alarms.
- 23. The contractor shall provide an individual 800 number for our accounts. (Our own 800 number)

# SCHEDULE OF LOCATIONS

Locations being monitored at the following include the following sites:

- 1. Center Strafford Training Site
- 2. Concord Armory (Building M)
- 3. Concord Warehouse (Building L)
- 4. Concord CSMS (Building H)
- 5. Concord JFHQ (COMSEC Room Building A)
- 6. Concord Building A (GCCS)
- 7. Concord JFHQ
- 8. Concord Building C (Bay JJ)
- 9. Franklin
- 10. Hillsboro
- Lebanon
- 12. Littleton
- 13. Manchester
- 14. Manchester (COMSEC Room)
- 15. Milford
- 16. Nashua
- 17. Pembroke RTI
- 18. Plymouth
- 19. Portsmouth
- 20. Raymond Bisson
- 21. Rochester
- 22. Somersworth
- 23. TAG Facility

With the possibility of future additions during the three-year contract period.

# STATE OF NEW HAMPSHIRE THE ADJUTANT GENERAL'S DEPARTMENT

# EXHIBIT B, P-37 AGREEMENT THE CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF PAYMENT

# **SUBJECT:** IDS Alarm Monitoring Services at NHARNG Facilities

# EXHIBIT B

#### The Contract Price

The Adjutant General's Department will pay the contractor a maximum total of \$38,088.00 through the contract end date of June 30, 2022. This amount shall not be exceeded without issuance of a specific amendment to this agreement and Governor and Council approval.

### Method of Payment

Invoices for services will be submitted on a monthly basis for services provided in the preceding period. Payment will be made within 30 days after receipt of a proper invoice(s).

Invoices will be submitted by the Contractor to:

The Adjutant General's Department Attn: Jeanette Patten 4 Pembroke Road, Bldg. C Concord, NH 03301-5652

### **Terms of Payment**

The Adjutant General's Department will pay the Contractor the noted above after the work performed is accepted as complete by the Adjutant General's Department.

# STATE OF NEW HAMPSHIRE THE ADJUTANT GENERAL'S DEPARTMENT

# **EXHIBIT C, SPECIAL PROVISIONS**

## SUBJECT: IDS Alarm Monitoring Services at NHARNG Facilities

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. GOVERNING REGULATIONS:

Title 2 Code of Federal Regulations (CFR) Part 200, and NGR 5-1, shall govern this Agreement and include the following terms and conditions:

#### Nondiscrimination.

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

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

b. On the basis of race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR Chapter 60.

c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. Section 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.

c. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR Part 56.

# Lobbying.

a. The state covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement. b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

#### Drug-Free work Place.

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

#### **Environmental Protection.**

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

(1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);

(2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;

(3) The Resources Conservation and Recovery Act (RCRA);

(4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);

(5) The National Environmental Policy Act (NEPA);

(6) The Solid Waste Disposal Act (SWDA));

(7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;

(8) To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.

b. In accordance with the EPA rules, the parties further agree that the 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. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

#### **Debarment and Suspension.**

Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The grantee agrees to comply with the DOD implementation of 2 CFR Part 180 (at 2 CFR Part 1125) by checking the Excluded Parties List System (EPLS) at <u>www.sam.gov</u> to verify contractor eligibility to receive contracts and subcontracts resulting from this Agreement. The grantee and sub recipients shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the grantee and sub recipient contract files, and shall be subject to audit by the grantor and Federal/State audit agencies

#### **Buy American Act.**

The state covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C.10a et seq.). 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 3701-3708) 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 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:

- Energy Use
- Vehicle Travel (fleet) Between Work Stations

These significant aspects and their associated impacts are closely monitored by the NHARNG. 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.

# **Energy Use**

The NHARNG is committed to reducing its consumption of energy. Reducing energy consumption 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 equipment will seek the most energy efficient technology within the scope of the 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:**

The Adjutant General's Dept. Environmental Staff (603) 227-1439

## **Resources Provided Upon Contractor Request:**

NHARNG Integrated Cultural Resources Management Plan (ICRMP) NHNG Green Procurement Plan Facility Specific Integrated Contingency Plans (ICPs); established for the State Military Reservation, Manchester RC / FMS, Army Aviation Support Facility (AASF) NHARNG Hazardous Waste Management Plan

# State of New Hampshire Department of State

# CERTIFICATE

 William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CENTRA-LARM MONITORING, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on April 25, 1988. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 128662 Certificate Number : 0004519956



#### IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of May A.D. 2019.

William M. Gardner Secretary of State

#### **Corporate Resolution**

I, Arlene Helmig, Hereby certify that I am duly elected Clerk/Security of Centra-Larm Monitoring Inc., I hereby certify the following is a true vote taken at Centra-Larm Monitoring Inc's meeting of the Board of Directors/shareholders were present and voting.

**VOTED:** That Stephanie Helmig is duly authorized to enter a contract on behalf of Centra-Larm Monitoring Inc. with the State of New Hampshire and any of its agencies or departments and , further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupy the position indicated and that they have full authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

rendent Attest:

(Name and Title)

UL LLC

# CERTIFICATE OF COMPLIANCE COVER PAGE

Applicant Subscriber No: 123867-002 Service Center Number: 0 Service Contract No: -ACTIVE LISTINGS

<u>CCN</u>	File No.	Vol. No.
CRZM	BP10724	1
UUFX	S5113	1

Listed Service From: MANCHESTER, NH

Alarm Service Company:

CENTRA-LARM MONITORING INC 994 CANDIA RD MANCHESTER NH 03109-5201 Service Center:

CENTRA-LARM MONITORING INC 994 CANDIA RD MANCHESTER NH 03109-5201



Applicant ID No: 123867-002 Service Center No: 0 Expires: 31-MAR-2020

# CERTIFICATE OF COMPLIANCE

THIS IS TO CERTIFY that the Alarm Service Company indicated below is included by Underwriters Laboratories Inc. (UL) in its Product Directories as eligible to use the UL Listing Mark in connection with Certificated Alarm Systems. The only evidence of compliance with UL's requirements is the issuance of a UL Certificate for the Alarm System and the Certificate is current under UL's Certificate Verification Service. This Certificate does not apply in any way to the communication channel between the protected property and any facility that monitors signals from the protected property unless the use of a UL listed or Classified Alarm Transport Company is specified on the Certificate.

Listed Service From: MANCHESTER, NH

Alarm Service Company: (123867-002) CENTRA-LARM MONITORING INC 994 CANDIA RD MANCHESTER NH 03109-5201

# Service Center: (123867-002)

CENTRA-LARM MONITORING INC 994 CANDIA RD MANCHESTER NH 03109-5201

The Alarm Service Company is Listed in the following Certificate Service Categories:

<u>File - Vol No.</u> BP10724-1		Listing Category Monitoring Stations, National Industrial Security
S5113-1	UUFX	[Signal and Fire Alarm Equipment and Services] (Protective Signaling
		Services) Central Station
	***THIS	CERTIFICATE EXPIRES ON 31-MAR-2020***
•	LOOK FO	R THE UL ALARM SYSTEM-CERTIFICATE"

ACORD	

# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10

*x* ,

CI BI RI	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.									
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100 Elm Street				(AVC. N	ss. hlindh@ci	ossagency.cor			• • •
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4/15/2019

NH Army National Guard 4 Pembroke Road Concord NH 03301

Dear Contracting Officer,

Centra-larm Monitoring Inc. would like to update the alarm monitoring proposal dated 3/8/2018 to include 23 locations as listed below:

July 2019 -June 2022

Monitoring Fee \$14 per month for 23 locations for 36 months=\$11592.00 Daily Test Fee \$7 per month for 23 locations for 36 months=\$5796.00 Uplink Monitoring Fee \$12 per month for 23 locations for 36 months=\$9936.00 Log Open/Close Signals \$13 per month for 23 locations for 36 months=\$10764.00

Total 36 Month Quote = \$38088.00

Thank you

Stephan Helmy

Stephanie Helmig VP Finance Centra-larm Monitoring Inc.



	View assistance for SAM.gov
	A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov. Log In Login.gov FAQs
changes to the notarized letter review process and	M must submit a <u>notarized letter</u> appointing their authorized Entity Administrator. Read our <u>undated FAOs</u> to learn more about d other system improvements. intenance Saturday, 05/11/2019, from 8:00 AM to 1:00 PM (EDT).
-	olume of registrations, and is working them in the order in which they are received. When your registration is assigned to a CAGE
Search Results	
Current Search Terms: CENTRA-LARM	MONITORING, INC
Total records:1	Save PDF Export Results Print
Result Page: 1	Sort by [Relevance ] Order by [Descending ]
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This is a U.S. General Gen tors Administration	i Federal Construment computer system that is "P-30 OFFICIAL USECODES". This system is subject to monitoring, Individuals inund to disciplinary action including criminal procession.

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