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State of New Hampshire

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

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

November 1, 2024

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

REQUESTED ACTION

The Department of Safety, Division of Homeland Security and Emergency Management (HSEM) respectfully requests approval to enter into a contract with Guidepost Solutions (501954-B001), New York, NY 10016, for the purpose of facilitating the development of an Emergency Response Plan for State owned facilities, in an amount not to exceed \$497,565.00. Effective upon Governor and Council approval through December 31, 2026. **100% Federal Funds.**

Funds are available in the following accounts for SFY 2025.

02-23-23-236010-28110000 Dept. of Safety- Division of Homeland Security and Emergency Management Security Enhancements ARP
103-500736 - Contract Repairs; Building Grounds

SFY2025
\$497,565.00

EXPLANATION

This request enables the contractor to conduct Executive Leadership Response Planning Workshops aimed at outlining objectives, timelines, and expectations. The contractor will support leadership throughout the planning phase and aid in developing an Emergency Response Plan for selected State-owned facilities. Additionally, the contractor will collaborate with the State of New Hampshire to establish an exercise cycle that integrates the developed Emergency Response Plan. A full-scale exercise focused on active threats will be conducted at five locations selected by the State, showcasing the procedures established within the plan. Following the exercise, the contractor will generate an after-action review and improvement plans based on the training activities. A designated project manager will serve as the primary point of contact with the State, attend all meetings, and oversee the coordination of project communication, activities, and deliverables.

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
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A Request for Proposals (RFP) was posted on the State's Administrative Services website from September 24, 2024, through October 7, 2024. Two proposals were received, evaluated, and scored by two three-person review panels, one for technical merit and one for pricing. Guidepost Solutions had the higher combined score, and the vendor was awarded the contract.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robert L. Quinn", is written over a horizontal line.

Robert L. Quinn
Commissioner of Safety

RFP Final Scoring Summary

Project Name: RFP DOS 2025-0002 - Facility ERP Exercises

Evaluation Factor		Received Proposals			
Adherence to Mandatory Requirements (Pass/Fail)		Guidepost		TRC	
Technical Proposal	Points Distribution	Average Ranking	Point Score	Average Ranking	Point Score
Staffing Qualifications (certifications per person)	25	4.00	20.00	3.40	17.00
Staffing Experience (similar assignments per person)	25	4.00	20.00	3.20	16.00
Vendor Experience (qualifications/similar assignments/references from similar contracts of service/scope/scale)	20	4.25	17.00	3.15	12.60
Technical Proposal Score	70	57.00		45.60	
		4.08		3.25	
Proposal Cost	30	\$497,565.00		\$ 443,992.00	Lowest Cost
(lowest proposed cost/vendor's proposed cost) X maximum allocated points for proposal cost			26.77		30.00
Total Score	100	83.77		75.60	

Technical Scoring Team:

Neil Cantin, HSEM Assistant Chief of Operations
 Kenneth Merrifield, Commissioner of Labor
 Mark Doyle, Director of Emergency Communications

Financial Scoring Team:

Matthew Hotchkiss, HSEM Chief of Business & Finance
 Steven Lavoie, Assistant Commissioner Department of Safety
 Robert Lussier, Assistant Director DESC

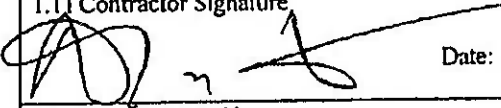
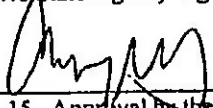
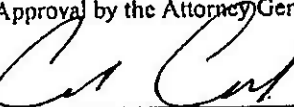
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2 State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3 Contractor Name Guidepost Solutions LLC		1.4 Contractor Address 260 Madison Ave 3rd Floor New York, NY 10016	
1.5 Contractor Phone Number 202-650-4672	1.6 Account Unit and Class 28110000-103	1.7 Completion Date December 31, 2026	1.8 Price Limitation \$497,565.00
1.9 Contracting Officer for State Agency Matthew Hotchkiss		1.10 State Agency Telephone Number 603-223-3624	
1.11 Contractor Signature  Date: 10/30/24		1.12 Name and Title of Contractor Signatory Anthony M. Collura Chief Operating Officer and Chief Legal Officer	
1.13 State Agency Signature  Date: 11/1/2024		1.14 Name and Title of State Agency Signatory AMY L. NEWBURY DIRECTOR OF ADMINISTRATION	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 11/9/24			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7, unless otherwise agreed to in writing by the Contracting Officer having responsibility for this Agreement at such time.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the

State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

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

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12.

ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

12.3 None of the Services shall be subcontracted by the Contractor other than to Aanko Technologies, Inc. without prior written notice and consent of the State.

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

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

14. INSURANCE.

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

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in

amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a

United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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

19. CHOICE OF LAW AND FORUM.

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

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

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

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

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

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

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

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

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

EXHIBIT A
SPECIAL PROVISIONS

1.0 It is agreed that the Contractor will meet as needed with DOS/HSEM project personnel to ensure proper implementation of the terms of this contract.

1.1 Vendor Primary Program Contact:

Angela J. Osborne, CPP, PSP, PCI 571-451-9721
Name Phone Number

aosborne@guidepostsolutions.com
Email Address

1.2 State Primary Program Contacts:

Program:

Neil Cantin 603-223-3677
Name Phone Number

Neil.e.cantin@dos.nh.gov
Email Address

Financial:

Matthew Hotchkiss 603-223-3624
Name Phone Number

Matthew.A.Hotchkiss@dos.nh.gov
Email Address

2.0 Compliance with the Contract Work Hours and Safety Standards Act.

2.1 *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2.2 *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual

laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

2.3 Withholding for unpaid wages and liquidated damages. The New Hampshire Department of Safety shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

2.4 Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

3.0 Clean Air Act

3.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

3.2 The contractor agrees to report each violation to the New Hampshire Department of Safety and understands and agrees that the New Hampshire Department of Safety will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3.3 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4.0 Federal Water Pollution Control Act

4.1 The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

4.2 The contractor agrees to report each violation to the New Hampshire Department of Safety and understands and agrees that the New Hampshire Department of Safety will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

4.3 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5.0 Suspension and Debarment

5.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

5.2 The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

5.3 This certification is a material representation of fact relied upon by New Hampshire Department of Safety. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to New Hampshire Department of Safety, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

5.4 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6.0 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

7.0 Access to Records.

7.1 The Contractor agrees to provide New Hampshire Department of Safety, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

7.2 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

7.3 The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

7.4 In compliance with the Disaster Recovery Act of 2018, the New Hampshire Department of Safety and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

8.0 The Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

9.0 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

10.0 The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

11.0 Controlling Authorities. This Agreement is subject to the following governing authorities:

11.1 The Stafford Act, its implementing regulations contained in Title 44 of the C.F.R., and FEMA policy and guidance.

11.2 The Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards set forth at 2 C.F.R. Parts 200 and 3002.

11.3 The DHS Standard Terms and Conditions, ver. 10.1 (issued on Dec. 31, 2019), as set forth in Appendix B.

11.4 Title VI, Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), Executive Order 13995, Executive Order 13166, and Executive Order 12898; Section 308 of the Stafford Act (42 U.S.C. § 5151) and 44 C.F.R. § 206.11, Nondiscrimination in Disaster Assistance; and 44 C.F.R. Part 7, Nondiscrimination in Federally Assisted Programs. Violation of any "Federal statute prohibiting discrimination by recipients of Federal financial assistance" will not enjoy the immunity guaranteed by the Eleventh Amendment of the Constitution of the United States. 42 U.S.C. § 2000d-7. The State's or subrecipient's discrimination against a protected class is grounds for deobligation, recoupment, or other appropriate administrative remedies and could give rise to additional liability. 44 C.F.R. § 7.12.

EXHIBIT B
SCOPE OF SERVICES

- A. Minimum vendor qualification requirement (a vendor who fails to meet all of the minimum vendor qualification requirements will be deemed non-compliant and will be disqualified from further consideration) (e.g., experience providing similar services to other governmental entities etc.).
1. Vendor must have a minimum of three (3) years' experience providing planning and exercise services. Please provide references with valid name and contact information.
 2. Vendor must have no conflict of interest with regard to any work performed by the firm or by the State of New Hampshire.
 3. Vendor shall be credentialed to meet the requirements of Homeland Security Exercise and Evaluation Program (HSEEP).
 4. Vendor shall have successfully fulfilled contracts of similar scope, scale, terms and costs. Please provide a summary of such contracts.
- B. Preferred Experience and Qualifications for Vendor
1. A minimum of three (3) years' experience in plan and exercise development and execution. Please identify certifications and technical staff who will be supporting this contract.

C. Scope of Work

1. Project Objectives
 - a. Contractor shall facilitate the development of an Emergency Response Plan for state owned facilities.
 - b. Contractor shall work with the State of New Hampshire to develop an exercise cycle that will incorporate response plan, based on the tasks below.
 - c. Produce an after-action review of training activities and improvement plans; and
 - d. Provide 5 locations of the State's choice with a full scale exercise of their plan, focused on active threat.
2. **Task 1 – Executive Leadership Response Planning Workshop**
 - a. Host an Executive Leadership Workshop to provide an overview of project objectives, estimated timelines and participation expectations
3. **Task 2 – Emergency Response Planning**
 - a. Utilizing a plan template provided by HSEM, the contractor shall walk facility leadership through the planning process, utilizing FEMA CPG 101 best practices.
 - i. Establish a planning team for each facility that includes staff and first responders.
 - ii. Conduct a workshop to understand individual facility needs and risks associated with each facility and to establish planning goals based on needs, risks and the plan template.
 - iii. Develop the plan with input from the team
 - iv. Circulate the plan for review and comment
 - b. Each Plan should, at a minimum establish:
 - i. Mission Criticality
 - ii. Symbolism
 - iii. Facility Population
 - iv. Facility Size

v. Threats to Facilities

4. Task 3 – Emergency Response Plan Drills/Exercises

a. The contractor shall:

- i. Develop one table-top exercise intended for facility leadership that walks through procedures established in the plan
- ii. Develop drills that include all staff to practice procedures. Drills developed for facilities are intended to be repeated periodically and should be developed in a way that leadership can schedule and execute them without external assistance. Vendor shall work with facility leadership to conduct one drill that requires evacuation.
- iii. Based on results of the table-top exercise and drill, adjust the Plan and provide an Improvement Plan for facility staff to utilize for growth.

5. Task 4 – Project Management, Meeting, and Quality Assurance/Quality Control (QA/QC)

a. Contract shall keep the State of New Hampshire fully apprised of the project by providing timely meetings and other forms of communication including, but not limited, to:

- i. Maintaining a designated Project Manager who will be the point of contact for the State. This individual shall attend all meetings and be responsible for the overall coordination of all project communication, activities and deliverables.
- ii. Scheduling a kickoff meeting with HSEM staff shall be scheduled within (15) days of a final contract being awarded.
- iii. Within seven (7) business days of receiving the site list, the Contractor shall provide to the state a master schedule detailing when each building assessment will be completed.
- iv. The State of New Hampshire will provide a list of facilities and state agencies requiring services under this contract.

EXHIBIT C
METHOD OF PAYMENT

1. The contractor agrees that the total payment by the State under this contract will not exceed \$497,565.00.
2. Upon completion of the services set forth in EXHIBIT B, the State will pay to the Contractor as follows:
 - a. The Contractor shall provide the State with an itemized invoice of the charges on a quarterly basis, at the completion of each quarter, for the prior quarter's services.
 - b. Upon receipt of a properly documented invoice and the State's approval of such invoice, the State will pay the invoice within thirty (30) days of approval.
3. Upon early termination by the State as described in Section 9.2, the State will pay the Contractor for all Services provided by the Contractor prior to such termination. Such payment shall be made within thirty (30) days of the State's approval
4. Funding is available in the SFY25 budget as follows:

02-23-23-236010-28110000 Dept. of Safety - Hsem Security Enhancements AR
103 - 500736 SFY 2025 \$497,565.00

State of New Hampshire
Department of State

CERTIFICATE OF EXISTENCE
OF
GUIDEPOST SOLUTIONS LLC

This is to certify that **GUIDEPOST SOLUTIONS LLC** is registered in this office as a **New York Limited Liability Company** to transact business in New Hampshire on 9/9/2024 10:30:00 AM.

Business ID: 971845



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of September A.D. 2024.

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

David M. Scanlan
Secretary of State

State of New Hampshire

Filing fee: \$100.00
Use black print or type.

Filed
Date Filed: 09/09/2024 10:30:00 AM
Effective Date: 09/09/2024 10:30:00 AM
Filing #: 6775034 Pages: 2
Business ID: 971845
David M. Scanlan
Secretary of State
State of New Hampshire

RSA 304-C:175

APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED LIABILITY COMPANY

PURSUANT TO THE PROVISIONS of the New Hampshire Limited Liability Company laws, the undersigned hereby applies for registration to transact business in New Hampshire and for that purpose submits the following statement:

FIRST: The name of the limited liability company is _____
Guidepost Solutions LLC

SECOND: The name which it proposes to register and do business in New Hampshire is _____
Guidepost Solutions LLC

Principal Business Information:

Principal Office Address: 260 MADISON AVE FL 3, NEW YORK, NY - 10016-2400
(no. & street) (city/town) (state) (zip code)

Principal Mailing Address (if different): _____
(no. & street) (city/town) (state) (zip code)

Business Phone: _____

Business Email: _____

Please check if you would prefer to receive the courtesy Annual Report Reminder by email.

THIRD: It is formed under the laws of _____ New York _____

FOURTH: The date of its formation is _____ April 9, 2010 _____

FIFTH: Describe the nature of the business or purposes to be conducted or promoted in New Hampshire
(and if known, list the NAICS Code and Sub Code): _____
consulting services

SIXTH: The name of its registered agent in New Hampshire is:

C T Corporation System

The complete address of its registered office IN NEW HAMPSHIRE (agent's business address) is:

2 1/2 Beacon Street, Concord, NH 03301-4447
(no. & street) (city/town) (state) (zip code)

APPLICATION FOR REGISTRATION AS A
FOREIGN LIMITED LIABILITY COMPANY

Form FLLC-1
(Cont.)

MANAGER / MEMBER INFORMATION (List all Managers and/or Members you wish to be placed on record)		
NAME	BUSINESS ADDRESS	TITLE
Anthony M. Anthony	260 MADISON AVE FL 3, NEW YORK, NY - 10016-2400	Manager
Bart M. Schwartz	260 MADISON AVE FL 3, NEW YORK, NY - 10016-2400	Manager
Julie Myers Wood	260 MADISON AVE FL 3, NEW YORK, NY - 10016-2400	Manager

*Signature: 

Print or type name: _____

Frank A Innocente

Title: _____

Manager

Date signed: _____

September 5, 2024

Complete address of person signing: _____

260 MADISON AVE FL 3

NEW YORK, NY - 10016-240

Note: The sale or offer for sale of membership interests of the limited liability company will comply with the requirements of the New Hampshire Uniform Securities Act (RSA 421-B). The membership interests of the limited liability company: 1) have been registered or when offered will be registered under RSA 421-B; 2) are exempted or when offered will be exempted under RSA 421-B; 3) are or will be offered in a transaction exempted from registration under RSA 421-B; 4) are not securities under RSA 421-B; OR 5) are federal covered securities under RSA 421-B. The statement above shall not by itself constitute a registration or a notice of exemption from registration of securities within the meaning of sections 448 and 461(i)(3) of the United States Internal Revenue Code and the regulation promulgated thereunder.

* Shall be executed on behalf of the foreign limited liability company by a person with authority to do so under the laws of the state or other jurisdiction of its formation, or, if the foreign limited liability company is in the hands of a receiver, executor, or other court appointed fiduciary, trustee, or other fiduciary, it must be signed by that fiduciary.

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mailing Address - Corporation Division, NH Dept. of State, 107 N Main St, Rm 204, Concord, NH 03301-4989
Physical Location - State House Annex, 3rd Floor, Rm 317, 25 Capitol St, Concord, NH

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority



I, Anthony Collura, hereby certify that I am a Partner, Member or
(Name)

Manager and an officer of Guidepost Solutions LLC a limited liability partnership
(Name of Partnership or LLC)

under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

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

DATED: 10/28/24

ATTEST:   COO/CEO
(Name & Title)



ADDITIONAL REMARKS SCHEDULE

AGENCY HOTELING PROPERTY & CASUALTY LLC		NAMED INSURED Solutionpoint International Inc. Guidepost Solutions LLC 260 Madison Ave, 3rd Floor New York, NY 10016	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: **ACORD 25** FORM TITLE: **Certificate of Liability Insurance**

Description of Operations/Locations/Vehicles:
 Carrier: Houston Specialty
 Policy # ESB-HS-UCX-0000157-02
 Term: 2/1/2024-2/1/2025
 Limit: \$5,000,000 Per Occurrence/Aggregate

Commercial Umbrella
 Carrier: Acceptance Indemnity Insurance Company
 Policy # EMM0001743 01
 Term: 2/1/2024-2/1/2025
 Limit: \$5,000,000 Per Occurrence/Aggregate

Architects and Engineers Professional Liability
 Carrier: Lexington Insurance Company
 Policy # 020720888
 Term: 2/1/2024-2/1/2025
 Limit: \$3,000,000 Per Occurrence/Aggregate

Excess Architects and Engineers Professional Liability
 Carrier: Endurance American Specialty Insurance
 Policy # DPX30001472004
 Term: 2/1/2024-2/1/2025
 Limit: \$2,000,000 Per Occurrence/Aggregate

Crime (Includes Burglary)
 Carrier: Berkley Insurance Company
 Policy # BCCR-45000060-31
 Term: 2/1/2024-2/1/2025
 Limit: \$2,000,000 Per Occurrence/Aggregate

Excess Tech E&O/Cyber
 Carrier: C.N.A.
 Policy # 596645262
 Term: 2/12/2024-2/12/2025
 Limit: \$5,000,000 Per Occurrence/Aggregate

Excess Tech E&O/Cyber
 Carrier: Great American
 Policy # MPXE249189
 Term: 2/12/2024-2/12/2025
 Limit: \$5,000,000 Per Occurrence/Aggregate

Excess Tech E&O/Cyber
 Carrier: Scottsdale
 Policy # EKS3512775
 Term: 2/12/2024-2/12/2025
 Limit: \$5,000,000 Per Occurrence/Aggregate

Excess Tech E&O/Cyber
 Carrier: HDI Global Specialty SE
 Policy # FRL-H-X-CT-00002690-01



ADDITIONAL REMARKS SCHEDULE

AGENCY HOTELING PROPERTY & CASUALTY LLC		NAMED INSURED Solutionpoint International Inc. Guidepost Solutions LLC 260 Madison Ave, 3rd Floor New York, NY 10016	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Term: 2/12/2024-2/12/2025
 Limit: \$5,000,000 Per Occurrence/Aggregate

Personal & Advertising injury included with the Tech E&O Cyber
 Policy # PRO30032021401
 Carrier: Endurance Assurance Corporation
 Term: 2/1/2024-2/1/2025
 Limit: \$5,000,000 Per Occurrence/Aggregate

Subject to the policy terms and conditions, per written and executed contract, the following are granted additional insured status on a primary and non-contributory basis with a waiver of subrogation in their favor when required by written contract: The State of New Hampshire.

30 Day Cancellation Notice applies in favor of the certificate holder.