

STATE OF NEW HAMPSHIRE DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

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

David J. Mikolaities, Major General The Adjutant General

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May 8, 2020

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

REQUESTED ACTION

The Department of Military Affairs and Veterans Services respectfully requests approval to enter into a contract agreement with CorrTech, Inc., 25 South Street, Hopkinton, MA, 01748 (vendor code #162305), in the amount of \$10,050.00, to provide Water Tower Preventative Maintenance services at the Pease Air National Guard Facility in Newington, New Hampshire, from the date of Governor and Council approval through June 30, 2021. 25% General, 75% Federal Funds.

Funds are available in the SFY 2020 operating budget as follows:

010-012-22330000-102-500731 Military Affairs and Veteran Services - Air Guard Maintenance Contracts for Program Services

 FY '20
 Total

 Air Guard Maintenance
 \$10,050.00
 \$10,050.00

EXPLANATION

The New Hampshire Air National Guard has a requirement for Water Tower Preventative Maintenance. The National Guard Bureau makes a federal contribution for facilities and maintenance activities of the New Hampshire Air National Guard, which includes preventative maintenance costs. The water tower preventative maintenance will ensure a long service life for the water tower, and ensure a safe and quality water supply.

The Department of Military Affairs and Veterans Services solicited for this service by placing a Request For Bid (RFB) on the State of New Hampshire Bureau of Purchase and Property website. The Department Procurement Technician sent notification of the RFB to five companies via email. Two (2) vendors submitted responses to the RFB. CorrTech, Inc. submitted the low bid and was awarded this contract contingent upon Governor and Council approval. This contract is for a one-year period with the option for a (1) year renewal to be negotiated and mutually agreed upon between both parties; the Department of Military Affairs and Veterans Services and CorrTech, Inc.

His Excellency, Governor Christopher T. Sununu and the Honorable Executive Council May 8, 2020 Page 2 of 2

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Funds to support preventative maintenance costs are provided by the Federal Government and administered under an existing Federal-State Cooperative Agreement. Under the Agreement, the State of New Hampshire – Department of Military Affairs and Veterans Services contracts for maintenance requirements through state procurement procedures and the Federal Government reimburses the State for the costs related to the services at the rate of 75%. In the event that Federal Funds are not available for this contract, General Funds will not be used.

This contract has been approved for form, substance and execution by the New Hampshire Department of Justice.

Respectfully submitted,

id J. Mikolaities

Major General, NHNG The Adjutant General

RFB #: DMAVS 2020-02

Name of RFB: Preventative Maintenance for Water Tower @ PEASE ANG BASE

Number of Responses to RFB: 2

Vendor	Bid Price
Corr Tech Inc.	\$10,050.00
Wadsworth Inspection Services, Inc.	\$37,500.00

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.

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AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.						
1.1 State Agency Name		1.2 State Agency Address				
Department of Military Affairs and Veterans Services		4 PEMBROKE ROAD				
		CONCORD, NH 03301				
1.3 Contractor Name		1.4 Contractor Address				
		25 South Street, Unit E-1				
CorrTech, Inc. (V#- 16230)	5)	Hopkinton, MA 01748				
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation			
Number	010-012-22330000-102-	June 30, 2021	\$10,050.00			
(888)842-3944	500731					
1.9 Contracting Officer for	State Agency	1.10 State Agency Telephor	ne Number			
		(603)225-1361				
Erin M. Zayac, Administrate	or of Business Operations					
1.11 Contractor Signature	\sim	1.12 Name and Title of Contractor Signatory				
1 stalle	Date: Stolzo	Scort Paul	President			
1.13 State Agency Signatu	ure	1.14 Name and Title of State Agency Signatory				
		Erin M. Zayac, Administrator of Business Operations				
ainmarya	C Date: 5/11/20		· · · · · · · · · · · · · · · · · · ·			
1.15 Approva by the M.H.	Department of Administration, Divi	sion of Personnel (if applicable	e) ,			
By: Director, On:						
	mey General (Form, Substance and E	Execution) (if applicable)				
By: JD Z	onallee	0n: 6/4/2020				
1.17 Approval by the Gove	ernor and Executive Council (if appl	licable)				
G&C Item number:		G&C Meeting Date:				
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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 as indicated in block 1.17, 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. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected 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. 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 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 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. 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 all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Page 2 of 4

Contractor Initials 1.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 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.

8.3. 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.

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) 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) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

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 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.

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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Page 3 of 4

Contractor Initials ______ Date ______

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. 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 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 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 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 ten (10) days prior to the expiration date of each insurance policy. 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 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Page 4 of 4

Contractor Initials <u>4</u> Date <u>5/9/7.</u>

STATE OF NEW HAMPSHIRE DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES SECURITY SERVICES – STATE MILITARY RESERVATION

EXHIBIT A, SPECIAL PROVISIONS

SUBJECT: Electrical Maintenance for Substation, Pad Mount, Transformers, & Appurtenances LOCATION: New Hampshire Air National Guard Base, Newington, NH

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/her 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: after "who is a State employee or official," add the following:

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

b. Provision 10. DATA: ACCESS: CONFIDENTIALITY: PRESERVATION: Add the following sub-part:

10.4 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.

Page 1 of 5

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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.

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

Initials: _______ Date: ________

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.

Initials: ______ Date: ______

(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 www.sam.gov 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.

Initials: <u>M</u> Date: <u>Chalen</u>

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.

Initials:

STATE OF NEW HAMPSHIRE

THE DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES AGREEMENT EXHIBIT B: SCOPE OF SERVICES

SUBJECT: Water Tower Service Location: New Hampshire Air National Guard Base, Newington, NH

Initials: Date:

SCOPE OF SERVICES

FOR

Water Tower Preventative Maintenance PEASE AIR NATIONAL GUARD BASE

1.0 <u>General</u>: Provide inspection, evaluation and ladder maintenance for the water tower and tank owned by the New Hampshire Air National Guard.

2.0 <u>Scope</u>: The main focus of this project is to evaluate the condition of the tank and provide specific recommendations that will allow the owner to maximize the serviceable life and provide information for possible modifications and rehabilitation to improve operational effectiveness or replacement.

3.0 <u>Recognized Holidays</u>: The following are recognized US holidays. The contractor shall not perform services on these days:

- 3.1 New Year's Day: January 1st
- 3.2 Martin Luther King, Jr.'s Birthday
- 3.3 President's Day
- 3.4 Memorial Day
- 3.5 Independence Day: July 4th
- 3.6 Labor day
- 3.7 Columbus Day
- 3.8 Veteran's Day: November 11th
- 3.9 Thanksgiving Day
- 3.10 Christmas Day

4.0 <u>Place and Performance of Services</u>: The contractor shall provide services between the hours of 7:30 am- 4:30 pm on Monday through Friday, except on recognized US holidays or when the Government facility/installation is closed due to local or national emergencies, administrative closings, or similar Government-directed facility/installation closings. Performance shall be at the Pease ANGB Water Tower. The contractor shall at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this –Scope of Work when the Government facility/installation is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the work force are essential.

4.1 Unscheduled gate closures by the Security Police may occur at any time causing all personnel entering or exiting a closed installation to experience a delay. This cannot be predicted or prevented. Contractors are not compensated for unexpected closures or delays. Vehicles operated by contractor personnel are subject to search pursuant to applicable regulations. Any moving violation of any applicable motor vehicle regulation may result in the termination of the contractor employee's installation driving privileges.

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4.2 The contractor's employees shall become familiar with and obey the regulations of the installation including fire, traffic, safety and security regulations while on the installation. Contractor employees should only enter restricted areas when required to do so and only upon prior approval. All contractor employees shall carry proper identification with them at all times. The contractor shall ensure compliance with all regulations and orders of the installation which may affect performance.

4.3 Security Requirements. The contractor shall comply with all applicable installation/facility access and local security policies and procedures, which may be obtained from Pease Security Forces. The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. The contractor shall ensure compliance with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. Should the Force Protection Condition (FPCON) change, the Government may require changes in contractor security matters or processes.

4.3.1 <u>COMSEC/IT Security</u>. All communications with DOD organizations are subject to communications security (COMSEC) review. All telephone communications networks are continually subject to intercept by unfriendly intelligence organizations. DOD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DOD organizations. Therefore, the contractor is advised that any time contractor places or receives a call they are subject to COMSEC procedures. The contractor shall ensure wide and frequent dissemination of the above information to all employees dealing with DOD information. The contractor shall abide by all Government regulations concerning the authorized use of the Government's computer network, including the restriction against using the network to recruit Government personnel or advertise job openings.

4.3.2 <u>Physical Security</u>. The contractor shall safeguard all Government property provided for contractor use. At the close of each work period, Government facilities, equipment and materials shall be secured.

4.4.1 Dry film thickness measurements of the exterior coating.

Initials: ______ Date: _____

- 4.4.2 ASTM D3359 adhesion test methods A and B on the exterior coatings.
- 4.4.3 Visual examination from available ladders and scaffolding.
- 4.4.4 Collection of interior and exterior coating samples sufficient for laboratory testing; Samples would tested for total lead and chromium using the atomic absorption method.
- 4.4.5 Condition of paint on the interior and exterior including; approximate percent of rusting, type of paint failure and locations of concentrated paint failure.
- 4.4.6 Metal loss due to corrosion such as pitting, layered corrosion or physical damage. Special attention is paid to joints, seams, rivets and roof members.
- 4.4.7 Cathodic protection systems are inspected to assess the number of anode strings, presence or absence of reference cells and operation of a rectifier.

4.4 Special Items of Work:

- 4.4.1 Dry film thickness measurements of the exterior coating.
- 4.4.2 ASTM D3359 adhesion test methods A and B on the exterior coatings.
- 4.4.3 Visual examination from available ladders and scaffolding.
- 4.4.4 Collection of interior and exterior coating samples sufficient for laboratory testing; Samples would tested for total lead and chromium using the atomic absorption method.
- 4.4.5 Condition of paint on the interior and exterior including; approximate percent of rusting, type of paint failure and locations of concentrated paint failure.
- 4.4.6 Metal loss due to corrosion such as pitting, layered corrosion or physical damage. Special attention is paid to joints, seams, rivets and roof members.
- 4.4.7 Cathodic protection systems are inspected to assess the number of anode strings, presence or absence of reference cells and operation of a rectifier.
- 4.4.8 Foundation pads or ring walls are inspected for cracking and other deterioration. The floor plate flange and grouting are inspected as well.
- 4.4.9 Elevated tanks are inspected for signs of instability or shifting by observing the tower posts, tension rods and riser pipe.
- 4.4.10 All fasteners such as cotter pins, anchor bolts and turnbuckles are inspected for corrosion or failure.
- 4.4.11 Safety appurtenances such as ladders, anti-climb devices, anti-fall devices, painter's rails and balconies are inspected and their condition noted.
- 4.4.12 Adhesion would be measured on the exterior paint systems to determine if the system can be top coated, and how long it may last. This information is useful because it tells us whether we can recommend top coating instead of total removal.
- 4.4.13 Sanitary and security items such as lights, bug screens, hatches and padlocks will also be included in our written observations.
- 4.4.14 Minor maintenance of all ladder and scaffolding to include retightening bolt, adding bolts with grommets and corrosion protection, re-securing loose anchors and anything outside of the minor maintenance will be included in the report with quote for repairs.

4.5 Contract Manager (CM). The contractor shall designate a CM who shall ensure performance under this contract. The name of this person, and an alternate who shall act for the contractor when the CM is absent, shall be designated in writing to the State Procurement Office and Plant Maintenance Engineer. The CM or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The CM shall work through the Plant Maintenance Engineer to resolve issues, receive technical instructions, and ensure adequate performance of services. The CM shall ensure that contractor employees do not perform any services outside the scope of the contract without an official modification issued by the State Procurement Office. The CM shall ensure contractor employees understand that services performed outside the scope of the contract are performed wholly at the expense of the contractor.

5.0 <u>Combating Trafficking in Persons</u>: The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not engage in severe forms of trafficking in persons during the period of performance of the contract; procure commercial sex acts during the period of performance of the contract; or use forced labor in the performance of the contract. The Contractor shall notify its employees of the United States Government's zero tolerance policy, the actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment. The Contractor shall take appropriate action, up to and including termination, against employees or subcontractors that violate the US Government policy as described at FAR 22.17.

6.0 <u>Organizational Conflicts of Interest (OCI)</u>: The contractor and subcontractor personnel performing services under this contract may receive, may have access to or may participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent OCIs, as defined in FAR Subpart 9.5. The contractor shall notify the KO immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the KO to avoid or mitigate any such OCI. The contractor's mitigation plan will be determined to be acceptable solely at the discretion of the KO and in the event the KO unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated. The KO may affect other remedies as he or she deems necessary, including prohibiting the contractor from participation in subsequent contracted requirements which may be affected by the OCI.

7.0 <u>Contractor-Furnished Supplies</u>: The contractor shall furnish everything required to perform these services as indicated in Paragraph 1.1.

8.0 <u>Requirements</u>: The contractor/inspectors/testers shall compile, maintain and provide records written and electronic documentation of their inspections and tests to include:

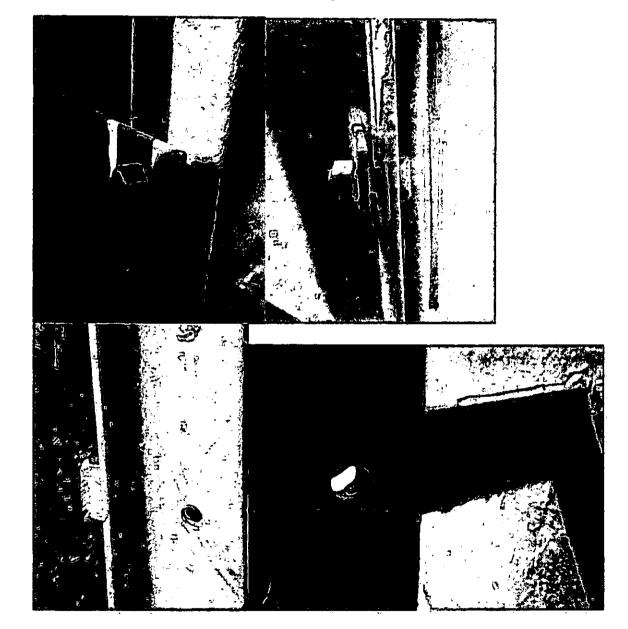
- 8.1 Upon completion of the inspection, the data will be reviewed by the corrosion team for the preparation of the report and recommendations. The team will evaluate the results and determine if the tank is adequately protected against future corrosion and meets safety and sanitary standards. Any deficiencies will be discussed in the report with appropriate recommendations accompanied by estimates of cost. The report will be reviewed by a NACE (National Association of Corrosion Engineers) Certified Coating Inspector for completeness and quality. The written report will contain color photographs from both interior and exterior surfaces. 1 Digital, 1 DVD and 1 hard copy of the report will be provided.
- 8.2 Cost report will have all components to operable compliant status.
- 8.3 Work shall be considered complete when:

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- 8.3.1 Work is performed as stated in the Scope of Work and
- 8.3.2 Inspected by a Pease Civil Engineer representative and
- 8.3.3 Final Inspection report on all items in 4.4 has been provided to and accepted by the government:

Initials: _______ Date: ________

Attachment 1 Current missing/loose bolts



Initials: ______ Date: ______ 20

STATE OF NEW HAMPSHIRE

THE DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES AGREEMENT

EXHIBIT C: THE CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF PAYMENT

SUBJECT: Water Tower Preventative Maintenance LOCATION: New Hampshire Air National Guard Base, Newington, NH

The Contract Price:

The Department of Military Affairs and Veterans Services will pay the contractor a maximum total of \$10,050.00. This amount shall not be exceeded without issuance of an amendment to this agreement and approval by the Governor and Executive Council of the State of New Hampshire.

Method of Payment:

Payment will be made within 30 days after receipt of a proper invoice. Payment shall be made by mailing a bank draft or electronic funds transfer as established by submitting or updating an Alternate W-9 Form to the State of New Hampshire.

Invoices will be submitted by the Contractor to:

Department of Military Affairs and Veterans Services Business Office (ATTN: Accounting Department) 4 Pembroke Road Concord, New Hampshire 03301-5652.

Terms of Payment:

The Military Affairs and Veterans Services Department will pay contractor one lump sum payment of \$10,050.00 after the work performed is accepted as complete by The Military Affairs and Veterans Services Department.

Initials: 1/ Date: 1/20

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CORRTECH, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on August 05, 1999. 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: 321376 Certificate Number: 0004910577



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of May A.D. 2020.

William M. Gardner Secretary of State

Certificate of Authority

Corporate Resolution

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on <u>May</u> (Month)

 $\frac{8}{(Day)}$, 20 $\frac{20}{(Year)}$ at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Scott Paul, President (may list more than one person) is duly authorized to (Name and Title)

enter into contracts or agreements on behalf of <u>CorrTech, Inc.</u>	with
(Name of	Corporation or LLC)

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 of 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(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED:

ATTEST: áson Paul



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

	_	<u> </u>					<u> </u>			0	07/2020
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.											
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Amp	dified	d Insurance Partners				PHONE	(617) 96	34-5340	FAX (A/C, No):	(617)	965-1843
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	if yes	s, describe under							E.L. DISEASE - EA EMPLOYEE		00,000
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		NON OF OPERATIONS / LOCATIONS / VEHICLI see attached for additional information.	ES (AC	ORD 1	01, Additional Remarks Schedule, I	may be at	tached if more sp	ace is required)			
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			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.								
						AUTHOR	RIZED REPRESEN	ITATIVE			
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	© 1988-2015 ACORD CORPORATION. All rights reserved.										

The ACORD name and logo are registered marks of ACORD



AGENCY CUSTOMER ID: 00055858

LOC #:



ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED CorrTech, Inc.
Amplified Insurance Partners POLICY NUMBER		
CARRIER	NAIC CODE	
		EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

Department of Military Affairs and Veterans Services are included as Additional Insureds on the above referenced General Liability, Auto Liability and Excess Liability policies as required by written contract.

A Waiver of Subrogation applies in favor of the above referenced Additional Insureds on the above referenced General Liability, Auto Liability, Excess Liability and Workers Compensation policies as required by written contract.

Page

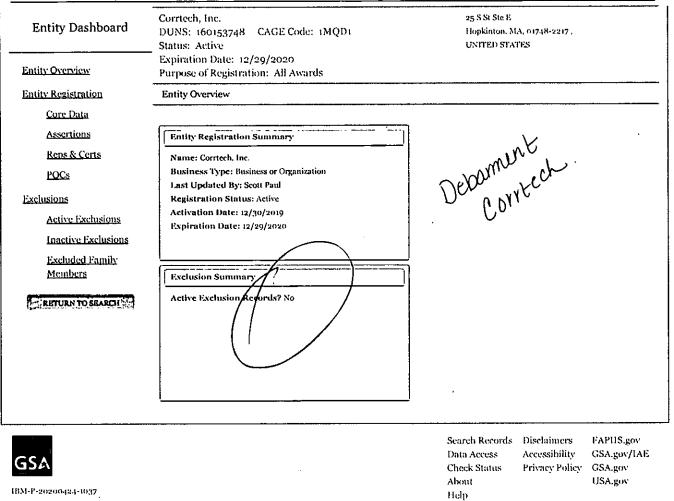
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A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM **cmail** for login.gov.

Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 05/09/2020 from 8:00 AM to 1:00 PM



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This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.



Zayac, Erin

From:	Godin, Ryan
Sent:	Friday, May 8, 2020 11:42 AM
То:	Zayac, Erin
Subject:	FW: RFB DMAVS 02-20- Pease Water Tower Preventative Maintenance
Attachments:	NIGP-Codes-with-Buyer-Code.xlsx

Here's the email.

From: DAS: PRCHWEB <PRCH.WEB@das.nh.gov> Sent: Monday, April 13, 2020 10:35 AM To: Godin, Ryan <Ryan.Godin@nh.gov> Cc: Zayac, Erin <Erin.Zayac@nh.gov> Subject: RE: RFB DMAVS 02-20- Pease Water Tower Preventative Maintenance

Good Morning,

Thank you for providing us with that attachment. Your RFB has been posted to the website as such, **RFB DMAVS 2020-**02.

	Bid Description	Bid #	Attachments	Addenda	<u>Closing</u> Date
01	Pease ANG BASE - Water Tower Preventative Maintenance	RFB DMAVS 2020-02			5/6/2020

We generate our mailing distribution list based off what the vendor selected for commodity codes on their account. I provided a list of NIGP Codes that we can generate a list for you. I would recommend looking at NIGP codes 926-0000 & 926-9141. This type of service is very specific so you might get a wide range of vendors that cannot provide this type of service.

Hope this helps!

Chris Lewis Purchasing Assistant 603-271-2201

From: Godin, Ryan <<u>Ryan.Godin@nh.gov</u>> Sent: Monday, April 13, 2020 8:08 AM To: DAS: PRCHWEB <<u>PRCH.WEB@das.nh.gov</u>> Cc: Zayac, Erin <<u>Erin.Zayac@nh.gov</u>> Subject: RFB DMAVS 02-20- Pease Water Tower Preventative Maintenance

Good morning Purchasing,

I have attached document for a bid posting. The closing date for the RFB which is 5/6/20 at 1:30 pm. Can you please have it available for April 13th before 4 PM.



Quick question for you regarding vendors. Do you have any point of contact with any vendors that perform water tower preventative maintenance.

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Thanks for your help and support!

Ryan Godin

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Procurement Technician Department of Military Affairs and Veterans Services 4 Pembroke Road, BLDG C. Concord, NH 03301 Phone: (603) 227-5094 e-mail: ryan.godin@nh.gov