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**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*

Warren M. Perry  
*Deputy Adjutant General*

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

March 5, 2021

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 Konecranes Inc. (vendor code #172693), 25 Industrial Avenue, Suite 102 Chelmsford, MA 081824 in the amount of \$133,710.00, to provide Over Head Crane inspections and repairs for the following locations: AASF Concord, NH; Building F and Building H, State Military Reservation Concord NH; Littleton FMS, Littleton NH; Rochester FMS, Rochester NH and Hooksett FMS, Hooksett NH effective upon Governor and Council Approval through April 30, 2023.

**95% Federal Funds, 5% General Funds.**

Funds are anticipated to be available in the following appropriations, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

	010-012-22450000-		010-012-22400000-		
	024-500225	103-500736	024-500225	103-500736	
	Annual Inspection Cost	Allowable Funds for Repairs	Annual Inspection Cost	Allowable Funds for Repairs	Contract Total
FY 21	\$2,370.00	\$40,000.00	\$200.00	\$2,000.00	\$44,570.00
FY 22	\$2,370.00	\$40,000.00	\$200.00	\$2,000.00	\$44,570.00
FY 23	\$2,370.00	\$40,000.00	\$200.00	\$2,000.00	\$44,570.00
					<b>\$133,710.00</b>

**EXPLANATION**

The New Hampshire Army National Guard has a requirement for Overhead crane preventative maintenance. The National Guard Bureau makes a federal contribution for facilities and maintenance activities of the New Hampshire Army National Guard, which includes preventative maintenance costs.

His Excellency, Governor Christopher T. Sununu  
And the Honorable Executive Council  
March 5, 2021  
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Annual inspections and repairs of overhead cranes will ensure that these machines are safe and maintained in good, serviceable condition.

The Department of Military Affairs and Veteran Services solicited for this service by placing a Request For Bid (RFB) on the State of New Hampshire Bureau of Purchase and Property website on December 18, 2020. Notification of the RFB was sent to Four (4) companies via email. Three (3) vendors submitted responses to the RFB. Konecranes Inc submitted a qualified bid and was awarded this contract contingent upon Governor and Council approval.

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

Respectfully submitted,



For David J. Mikolaitis  
Major General, NH National Guard  
The Adjutant General

**STATE OF NEW HAMPSHIRE DEPARTMENT OF MILITARY AFFAIRS AND  
VETERANS SERVICES**

**SUBJECT: Overhead Crane Inspection**

**Locations:** AASF 26 Regional Drive; State Military Reservation Concord, NH Building F; Building H; Littleton FMS Littleton, NH; Rochester FMS Rochester, NH and Hooksett FMS Hooksett, NH

**BID SUMMARY**

The Department of Military Affairs and Veterans Services (DMAVS) solicited Bids via Request for Bid for Over Head Cranes Inspections and Repairs for National Guard Facilities statewide which was posted to the State's Purchase and Property Website on December 18, 2020.

DMAVS received one qualified bid and two nonqualified bids:

<b>Contractor</b>	<b>Bid Amount</b>	<b>Rank</b>
Konocranes, Inc.	\$112,738.00	A
Mass. Crane & Hoist	Non-compliant	N/A
Cranes 101	Non-compliant	N/A

The resulting contract was awarded to Konecranes, Inc. the company meets the criteria established in the RFB and costs are considered reasonable.

**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.**

<b>1.1 State Agency Name</b> Department of Military Affairs and Veterans Services		<b>1.2 State Agency Address</b> 4 PEMBROKE ROAD CONCORD, NH 03301	
<b>1.3 Contractor Name</b> Konecranes Inc. (V#:172693)		<b>1.4 Contractor Address</b> 25 Industrial Ave. Suite 102 Chelmsford, MA 01824	
<b>1.5 Contractor Phone Number</b> 978-256-5525	<b>1.6 Account Number</b> 010-012-22450000-024-500225: \$7,110.00 010-012-22450000-103-500736: \$120,000.00 010-012-22400000-024-500225: \$600.00 010-012-22400000-103-500736: \$6,000.00	<b>1.7 Completion Date</b> 04/30/23	<b>1.8 Price Limitation</b> \$133,710.00
<b>1.9 Contracting Officer for State Agency</b> Erin M. Zayac, Administrator of Business Operations		<b>1.10 State Agency Telephone Number</b> (603)225-1361	
<b>1.11 Contractor Signature</b> <i>Jeffrey Larich, on behalf of Konecranes, Inc.</i> Date: 3/2/21		<b>1.12 Name and Title of Contractor Signatory</b> Jeffrey Larich, Asst. Treasurer	
<b>1.13 State Agency Signature</b> <i>Erin M. Zayac</i> Date: 3/2/21		<b>1.14 Name and Title of State Agency Signatory</b> Erin M. Zayac, Administrator of Business Operations	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By: <i>Michael Heby, Attorney</i> On: 3/8/2021			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b> G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials: *JL*  
 Date: 3/2/21

**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.

Contractor Initials JP  
Date 3/2/21

## 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

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.

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

**EXHIBIT A, SPECIAL PROVISIONS**

**SUBJECT: Overhead Crane Inspection**

**Location: AASF 26 Regional Drive; State Military Reservation Concord NH Building F;  
Building H; Littleton FMS Littleton NH; Rochester FMS Rochester NH and Hooksett FMS  
Hooksett 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 acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement. The Contractor agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the State and the Contractor may not seek damages against the State for any such impacts.

If the Contractor experiences or anticipates any such COVID-19-related impacts to this Agreement, the Contractor shall immediately notify the Contracting Officer. In the event of any COVID-19-related impact or anticipated impact to this Agreement, the Contracting Officer shall have the right to temporarily modify, substitute, or decrease the Services, without the approval of the Governor and Executive Council, upon giving written notice to the Contractor. The State's right to modify includes, but is not limited to the right to modify service priorities, including how and when Services are delivered, and expenditure requirements under this Agreement so as to achieve compliance therewith, provided such modifications are within the Scope of Services and

cost limitations of this Agreement. By exercising any of the rights described within this subsection, the State does not waive any of its right under this Agreement.

In the event that a modification by the State under this subsection would result in a reduction of Services that cannot be supplemented during the remaining term of this Agreement with either replacement or substituted services of substantially similar value, the Parties shall submit an amendment to this Agreement with a commensurate reduction in the price. In order to facilitate reconciliation of services performed under this Agreement, the Contractor shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the Agreement:

- 1) The services required to be performed under the terms of this Agreement as written;
- 2) The services actually performed;
- 3) Any replacement or substituted services performed with reference to the associated unperformed contracted services.

4. 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

5. 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.

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

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

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

**Nondiscrimination.**

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

- a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR part 195.
- b. On the basis of race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR part 60.
- c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DoD regulations at 32 CFR part 196.
- d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.
- e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.

**Lobbying.**

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



reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

**Drug-Free work Place.**

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

**Environmental Protection.**

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

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

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

(1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

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

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

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

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

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

#### **Use of United States Flag Carriers.**

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

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

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

Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12698, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded for or ineligible for participation in Federal assistance programs or activities. The State complies 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](http://www.sam.gov) to verify contractor eligibility to receive contracts and subcontracts resulting from the Federal Agreement which funds this contract. The state shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the State and subrecipient 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. 10). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European

Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

**Uniform Relocation Assistance and Real Property Acquisition Policies.**

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

**Copeland "Anti-Kickback" Act.**

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

**Contract Work Hours and Safety Standards Act.**

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

**National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Public Law 115-232)**

The grantee covenants and agrees that it will not use "covered telecommunications equipment or services," as that term is defined in Section 889 of the NDAA for FY 2019, as a substantial or essential component of any system or as critical technology as part of any system involved in the grantee's performance of this contract. The grantee further covenants and agrees that it will neither contract, nor permit to be contracted or subcontracted any part of its performance under this contract to any entity that uses such covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system.



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES**

**EXHIBIT B, P37 AGREEMENT  
THE SERVICES**

**SUBJECT: Overhead Crane Inspection**

**Location: AASF 26 Regional Drive; State Military Reservation Concord NH Building F;  
Building H; Littleton FMS Littleton NH; Rochester FMS Rochester NH and Hooksett FMS  
Hooksett NH**

The Contractor will provide all labor, materials, equipment, supplies and transportation as needed to inspect cranes at locations listed below.

Inspections shall include, but not be limited to, all of the following requirement as listed in OSHA conformance specifications for necessary periodic inspections.

Contractor will ensure all OEM recommendations are met. Contractor will research OEM recommendations for the various cranes at all locations and report to DMAVS any needed preventative maintenance items that may have been omitted from the scope of services listed below.

Any additional work is required either from inspections or OEM recommendations a written proposal will be submitted to the agency representative for approval prior to work commencing.

Item I:

Cranes to be inspected

Item I; Runways

\*Check all ASCE crane rail, splices, J-bolts, clamps, hardware

Item II: Structure

\*Structure for hoists, loose bolts and rivets, misalignment

Item III: Bridge Section

\*(Jack-Up) check all drive wheels, bearing, jack shafts, line shafts, idler wheels, related fittings

\*Cross bridge rail (ASCE) clips, splices, end stops

\*All functional operating mechanisms, for excessive wear of components

\*Open all electric brake assembly

\*Hooks for deformation and throat openings

\*Hoist cables including all related fittings

- \*All functional operating mechanisms for excessive wear of components
- \*Rope reeving for non-compliance with manufacturer's recommendations
- \*Cracked or worn sleeves, drums, idlers, pins, bearings, gears, shafts, keyways and wheels
- \*Testing of all motions electrically including limit switches, contacts, push buttons, pendants and contactors

**Item IV: Trolley**

- \*Gear boxes, visually inspect all components
- \*Open all electric brake assembly
- \*Hooks for deformation and throat openings
- \*Hoist cables including all related fittings
- \*All functional operating mechanisms for excessive wear of components
- \*Rope reeving for non-compliance with manufacturer's recommendations
- \*Cracked or worn sleeves, drums, idlers, pins, bearings, gears, shafts, keyways and wheels
- \*Testing of all motions electrically including limit switches, contacts, push buttons, pendants and contactors

**Item V: Electrification**

- \*Complete power bar system, collectors, splice covers, expansion joints, power feeds, and disconnect switches
- \*All festooning systems, cross bridge flat cables, track, hangers, and trolleys
- \*Push button station, operation control cord, Kellen grips, strain connectors
- \*All control transformers, fusing, reversing contactors, VFD controls, resistor banks, cabinets, control panel wiring
- \*Open all motors, inspection covers, check bearings, shafts, couplings, brush assembly
- \*Service switches, all related wiring

**Contractor will provide:**

- Costing of inspections.
- Hourly rates
- Overtime rates
- Holiday Rates
- Weekend rates
- Parts, percentage of mark up.
- Vehicle Charge

**Location #1:**

AASF  
26 Regional Drive  
Concord NH 03301

**Service Required: Inspection**  
**Department: Helicopter**

**MFG: North American Ind.**  
**Hoist Information:**  
**Hoist ID: H0001**  
**Hoist Type: EWRH**  
**Serial Number: 03G15G34**  
**Manufacturer: Shawbox**  
**Model Number: WB2M**  
**Capacity (Tons) 5.00**

**Service Required: Inspection**  
**Department: Propeller/Rooter**

**MFG: North American**  
**Hoist Information:**  
**Hoist ID: H0003**  
**Hoist Type: EWRH**  
**Serial# A0306733**  
**Manufacture: R&M Crane**  
**Model# SX20410010P25FANON**  
**Capacity (Tons) 1.00**

Initials:       
Date: 3/2/21

Service Required: Inspection  
Department: Air Frames Sheet Metal

Manufacture: North American Ind  
Hoist ID: H0004  
Hoist Type: EWRH  
Serial#A0306732  
Manufacturer: R&M Crane  
Model# SX2041001P25FANON  
Capacity (tons) 1.00  
Service Required: Inspection

Service Required: Inspection  
Department: Engine Inspection

Manufacturer: North American Ind  
Hoist ID: Hoo2  
Hoist Type: EWRH  
Serial# A0306734  
Manufacturer: R&M Crane  
Model# SX20410010P25FANON  
Capacity (Tons) 1.00

Location #2:  
Building F Maintenance Building SMR  
4 Pembroke RD  
Concord NH 03301

Service Required: Inspection

Manufacturer: Budgit  
Hoist ID: H0006A  
Hoist Type: HCH  
Serial# 8431  
Model# 50977-5  
Capacity (Tons) 1.5

Service Required: Inspection

Manufacturer: Budgit  
Hoist ID: H0006B  
Hoist Type: HCH  
Serial# 8418  
Model# 509772-5  
Capacity (Tons) 1.5

**Location #3:**

Building H CSMS SMR  
4 Pembroke Rd  
Concord NH 03301

Service Required: Inspection  
Department: Radar Bay

Hoist ID: H0007  
Hoist Type: ECH  
Serial# K-1061-700  
Manufacturer: Yale  
Model# KEL-SLG71/252  
Capacity (Tons) 2.00

Service required: Inspection  
Department: Main Shop Area

Hoist ID: H0008  
Hoist Type: EWRH  
Serial# 26185-CH8  
Manufacturer: Reliable Crane  
Capacity (Tons) 15.00

**Location# 4**

Littleton FMS  
350 Meadow Street  
Littleton NH 03561

Service Required: Inspection

Double Girder EOT - 1 trolley 1 wire hoist R&M 15 Ton  
SN: HJW20239  
MN: SX60610150PS

Service Required: Inspection

Serial # 16181  
Span 40ft  
Lift 21ft  
Volts 480-3-60

Initials:             
Date: 3/2/21

**Location# 5**

Hooksett FMS  
1227 Hooksett Rd  
Hooksett NH 03106

Service Required: Inspection

Hoist MFG: ACCO-Wright  
Hoist Information: Wright, work-rated, The new century series 34, 15 ton capacity hoist Hoist  
ID: Series 34-4PD Hoist Type: EWRH Serial Number: 534-20-7484

Service Required: Inspection

Crane MFG: ACCO-Wright  
Model Number: C4W15D020-15M4D1  
Capacity (Tons): 15  
Serial Number: 23505

**Location# 6**

Brook Street FMS  
86 Brook Street  
Rochester NH 03866

Service Required: Inspection

Crane MFG ACCO - Wright  
Serial# 23702  
15 Ton 66' Span  
ACCO Hoist 20' Lift

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES**

**P37 AGREEMENT**

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

**SUBJECT: Overhead Crane Inspection**

**The Contract Price**

1. The Department of Military Affairs and Veterans Services will pay the contractor a maximum total of \$133,710.00 for a period of three (3) years, for overhead cranes annual inspections as follows:

Annual Inspection	Annual Service Dates	Total Cost of Inspections*	Contingency Line**	Annual Total
FY 21	3/30/2021	\$2,570.00	\$42,000.00	\$44,570.00
FY 22	3/30/2022	\$2,570.00	\$42,000.00	\$44,570.00
FY 23	3/30/2023	\$2,570.00	\$42,000.00	\$44,570.00
			<b>Contract Total</b>	<b>\$133,710.00</b>

2. This total contract shall not exceed \$133,710.00 without an amendment and approval of the Governor & Executive Council

*\*Price Breakdown for Annual Inspection per location is as follows:*

Location	Cost of Annual Inspection	Funding Source
Location # 1 26 Regional Dr	\$500.00	2245-024
Location # 2 4 Pembroke Rd Build. F	\$200.00	2240-024
Location # 3 4 Pembroke Rd Build. H	\$500.00	2245-024
Location # 4 350 Meadow St. FMS	\$500.00	2245-024
Location # 5 Hooksett FMS	\$570.00	2245-024
Location # 6 Brook St FMS	\$300.00	2245-024
<b>Subtotal</b>	<b>\$2,570.00</b>	



**\*\*If repairs are needed, a quote will need to be provided and approval given by the State Business Administrator or PME IV prior to commencement of work.**

Annual allowable funds to cover cost of repairs needed after inspections:

	2245-103	2240-103	Total
FY21	\$40,000.00	\$2,000.00	\$42,000.00
FY22	\$40,000.00	\$2,000.00	\$42,000.00
FY23	\$40,000.00	\$2,000.00	\$42,000.00

### 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)  
4 Pembroke Road, Bldg. C  
Concord, NH 03301-5607.

### Terms of Payment

The Department of Military Affairs and Veterans Services will pay the contractor the noted above after the work performed is accepted as complete by The Department of Military Affairs and Veterans Services.

# 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 KONECRANES, INC. is a Texas Profit Corporation registered to transact business in New Hampshire on December 15, 2003. 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: 457554

Certificate Number: 0005259242



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 16th day of February A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# State of New Hampshire

## Department of State

### 2021 ANNUAL REPORT

Filed
Date Filed: 3/7/2021
Effective Date: 3/7/2021
Business ID: 457554
William M. Gardner
Secretary of State

BUSINESS NAME: <b>KONECRANES, INC.</b>
BUSINESS TYPE: <b>Foreign Profit Corporation</b>
BUSINESS ID: <b>457554</b>
STATE OF INCORPORATION: <b>Texas</b>

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
<b>4401 GATEWAY BLVD SPRINGFIELD, OH, 45502, USA</b>	<b>4401 GATEWAY BLVD SPRINGFIELD, OH, 45502, USA</b>

REGISTERED AGENT AND OFFICE
REGISTERED AGENT: <b>National Registered Agents, Inc. (233324)</b>
REGISTERED AGENT OFFICE ADDRESS: <b>2 1/2 Beacon Street Concord, NH, 03301 - 4447, USA</b>

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
<b>OTHER / THE SERVICE OF OVERHEAD CRANES</b>	

OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
<b>BERNARD D'AMBROSI</b>	<b>4400 GATEWAY BLVD., Springfield, OH, 45502, USA</b>	<b>President</b>
<b>Kim Sullivan</b>	<b>4401 Gateway Blvd, Springfield, OH, 45502, USA</b>	<b>Vice President</b>
<b>Mark Ubl</b>	<b>11420 Theodore Trecker Way, West Allis, WI, 53214, USA</b>	<b>Vice President</b>
<b>Mike Patritto</b>	<b>42970 W 10 Mile, Novi, MI, 48375, USA</b>	<b>Vice President</b>
<b>Todd Robenson</b>	<b>4400 Gateway blvd., Springfield, OH, 45502, USA</b>	<b>Vice President</b>
<b>Steve Mayes</b>	<b>4401 Gateway Blvd., Springfield, OH, 45502, USA</b>	<b>Vice President</b>
<b>Troy Post</b>	<b>9879 Crescent Park Dr, West Chester, OH, 45069, USA</b>	<b>Vice President</b>
<b>Mike Schleeauf</b>	<b>4505 Gateway Blvd, Springfield, OH, 45502, USA</b>	<b>Vice President</b>
<b>TODD ROBENSON</b>	<b>4400 GATEWAY BLVD., Springfield, OH, 45502, USA</b>	<b>Secretary</b>
<b>Steve Mayes</b>	<b>4401 Gateway Blvd., Springfield, OH, 45502, USA</b>	<b>Treasurer</b>
<b>TEO OTTOLA</b>	<b>KONEENKATU 8, PO BOX 661, HYVINKAA, 05801, FIN</b>	<b>Director</b>
<b>SIRPA POITSALO</b>	<b>KONEENKATU 8, PO BOX 661, HYVINKAA, 05801, FIN</b>	<b>Director</b>
<b>Fabio Fiorino</b>	<b>16740 Birkdale Commons Pkwy Suite 212, Huntersville, NC, 28078, USA</b>	<b>Director</b>
<b>Brad Stoll</b>	<b>4400 Gateway Blvd., Springfield, OH, 45502, USA</b>	<b>Other Officer</b>
<b>Jeff Lanich</b>	<b>4501 Gateway Blvd., Springfield, OH, 45502, USA</b>	<b>Other Officer</b>
<b>Jennifer Grewe</b>	<b>4400 Gateway Blvd, Springfield, OH, 45502, USA</b>	<b>Other Officer</b>

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.



**State of New Hampshire**  
**Department of State**  
**2021 ANNUAL REPORT**

Filed  
Date Filed: 3/7/2021  
Effective Date: 3/7/2021  
Business ID: 457554  
William M. Gardner  
Secretary of State

Title: **Other Officer**  
Signature: **Jeff Lanich**  
Name of Signer: **Jeff Lanich**

**Certificate of Authority**

I, Jennifer R. Grewe, hereby certify that I am a duly elected Assistant Secretary of Konecranes, Inc. I hereby certify the following is a true copy of an Action by Unanimous Written Consent of the Directors of Konecranes, Inc. Without a Meeting dated: June 30, 2020.

**UNANIMOUS CONSENT:**

Bernard D'Ambrosi, Jr. (President),

Steve Mayes (Vice President, Finance and Treasurer),

Mike Patritto (Vice President),

Mike Schleeauf (Vice President),

Mark Ubl (Vice President),

Kim Sullivan (Vice President), and

Jeff Lanich (Assistant Treasurer)

are duly authorized to enter into contracts or agreements on behalf of Konecranes, Inc. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. 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:**

2/23/2021

**ATTEST: -**

Jennifer R. Grewe

Jennifer Grewe, Assistant Secretary on behalf of Konecranes, Inc.

**ACTION BY UNANIMOUS WRITTEN CONSENT  
OF THE DIRECTORS OF KONECRANES, INC.  
WITHOUT A MEETING**

The undersigned, representing all of the Directors of Konecranes, Inc., a Texas corporation (the "Company"), acting in accordance with Section 6.201 of the Texas Business Organizations Code, hereby adopt the following resolutions by unanimous written consent in lieu of a meeting of the Directors of the Company.

**Financials:**

The attached financial statements of the Company for the fiscal year ending December 31, 2019, be and are hereby approved. The financial statements are laid before the Shareholders of the Company.

**Appointment of Auditors:**

The appointment of Ernst & Young LLP as Auditors for the Company is approved.

**Election of Officers:**

The following persons are elected with immediate effect as Officers of the Company to hold the office identified opposite of their respective names until their successors are elected or until their earlier resignation or removal:

Bernard D'Ambrosi, Jr.	President
Steve Mayes	Vice President, Finance and Treasurer
Mike Patritto	Vice President
Mike Schleeauf	Vice President
Mark Ubl	Vice President
Kim Sullivan	Vice President
Todd Robenson	Vice President and Secretary
Jeff Lanich	Assistant Treasurer
Brad Stoll	Assistant Secretary
John Feeney	Assistant Secretary
Jennifer Grewe	Assistant Secretary

President shall have the authority to agree upon and execute all leases, contracts, evidences of indebtedness and other obligations in the name of the Company. He shall have other powers and duties only if such are specifically conferred upon him in writing by the Board of Directors, none of which have been granted previously.

Vice Presidents shall at all times possess power to sign all certificates, contracts, and other instruments of the Company, except as otherwise limited in writing by the Chairman of the Board of the President of the Company. He shall have other powers and duties only if such are specifically conferred upon him in writing by the Board of Directors, none of which have been granted previously.

Treasurer shall have responsibility for the custody and control of all the funds and securities of the Corporation and shall have such other powers and duties as designated in these Bylaws and as from time to time may be assigned to the Treasurer by the Board of Directors, the Chairman of the Board or the President. The Treasurer shall perform all acts incident to the position of Treasurer, subject to the control of the Board of Directors, the Chairman of the Board or the President. He shall have other powers and duties only if such are specifically conferred upon him in writing by the Board of Directors, none of which have been granted previously.

Assistant Treasurers shall have the usual powers and duties pertaining to such office, together with such other powers and duties as designated in these Bylaws and as from time to time may be assigned to each Assistant Treasurer by the Board of Directors, the Chairman of the Board, the President or the Treasurer. The Assistant Treasurers shall exercise the powers of the Treasurer during that officer's absence or inability or refusal to act. He shall have other powers and duties only if such are specifically conferred upon him in writing by the Board of Directors, none of which have been granted previously.

Secretary may in the name of the Company affix the seal of the Company to all contracts and attest the affixation of the seal of the Company to all contracts and attest the affixation of the seal of the Company thereto; may sign with the other appointed officers all certificates for shares of capital stock of the Company; shall have charge of the certificate books, transfer books and stock ledgers, and such other books and papers. He shall have other powers and duties only if such are specifically conferred upon him in writing by the Board of Directors, none of which have been granted previously.

Assistant Secretaries shall have the usual powers and duties pertaining to such offices, together with such other powers and duties as designed in these Bylaws and as from time to time may be assigned to an Assistant Secretary by the Board of Directors, the Chairman of the Board, the President or the Secretary. The Assistant Secretaries shall exercise the powers of the Secretary during that officer's absence or inability or refusal to act. He shall have other powers and duties only if such are specifically conferred upon him in writing by the Board of Directors, none of which have been granted previously.

This election of Officers of the Company shall operate to remove and/or replace any Officer of the Company duly elected or appointed prior to the date hereof and not listed herein.

**General Authorization:**

The appropriate Officers of the Company are authorized to take all actions necessary or desirable to effectuate the foregoing resolutions.

**Ratification:**

All other prior lawful actions taken or caused to be taken by the Officers of the Company, in the name and on behalf of the Company, whether formerly elected to office or not, are hereby authorized, ratified and approved.

**Contracts:**

Pursuant to Section 5.10. Delegation of the Bylaws of the Company, the President and Vice Presidents may authorize certain individuals, on behalf of the Company, to accept, negotiate, conclude and sign agreements, and that such actions taken by these individuals are hereby authorized, ratified, and approved.

This Written Consent may be signed in two or more counterparts, each of which shall be deemed an original, and all of which shall be deemed one instrument.

IN WITNESS WHEREOF, the undersigned have executed this instrument effective as of the 30<sup>th</sup> day of June, 2020.

*Fabio Fiorino*

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Fabio Fiorino, Director, Konecranes, Inc.

*Teo Ottola*

---

Teo Ottola, Director, Konecranes, Inc.

*Sirpa Poitsalo*

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Sirpa Poitsalo, Director, Konecranes, Inc.





**ADDITIONAL REMARKS SCHEDULE**

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Konecranes, Inc	
POLICY NUMBER See Certificate Number: 570086042110			
CARRIER See Certificate Number: 570086042110	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

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

Named Insured

KCI Holding USA, Inc.  
 Konecranes, Inc.  
 MMH Holdings, Inc.  
 MMH Americas, Inc.  
 PHMH Holding Company  
 Konecranes Nuclear Equipment & Services, LLC  
 Konecranes Plc  
 Konecranes Finland Oy  
 Konecranes GmbH  
 Konecranes, Inc. dba Crane Pro Services  
 Konecranes, Inc. dba Crane Pro Parts  
 Konecranes, Inc. dba Shepard Niles  
 Konecranes, Inc. dba Crane Manufacturing and Service  
 Konecranes, Inc. dba Ohio Hi-Speed Machine (eff 8/12/10)  
 R&M Materials Handling, Inc.  
 Morris Material Handling, Inc.  
 Demag Cranes & Components Corp.  
 Morris Material Handling, Inc. dba Konecranes America  
 R&M Materials Handling, Inc. dba Drivecon  
 Morris Material Handling, Inc. dba Drivecon



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

Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 03/13/2021 from 8:00 AM to 1:00 PM.

**Entity Dashboard**

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

[RETURN TO SEARCH](#)

**KONECRANES INC**  
 DUNS: 804749505 CAGE Code: 1CHX5  
 Status: Active  
 Expiration Date: 01/28/2022  
 Purpose of Registration: All Awards

4401 GATEWAY BLVD  
 SPRINGFIELD, OH, 45502-9339  
 UNITED STATES

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Entity Overview

**Entity Registration Summary**

Name: KONECRANES INC  
 Doing Business As: CRANE PRO SERVICES  
 Business Type: Business or Organization  
 Last Updated By: Jo Anne Nagel  
 Registration Status: Active  
 Activation Date: 02/01/2021  
 Expiration Date: 01/28/2022

**Exclusion Summary**

Active Exclusion Records? No

Debarment  
 KoneCranes



IBM-P-20210209-1148  
WWW2

- Search Records
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## Godin, Ryan

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**From:** DAS: PRCHWEB  
**Sent:** Friday, December 18, 2020 4:30 PM  
**To:** Godin, Ryan; DAS: PRCHWEB  
**Cc:** Zayac, Erin  
**Subject:** RE: RFB DMAVS 2021-01 Overhead Crane Inspections  
**Attachments:** RFB DMAVS 2021-01.pdf

Hi Ryan,  
All set, Have a nice weekend.

Your RF(X) request has been posted to our website.  
<https://das.nh.gov/purchasing/bidscontracts/bids.aspx>

Please contact us with any amendments or any changes to this posting.

### **Corrine Tatro**

Purchasing Assistant  
State of NH, Dept of Administrative Services  
Bureau of Purchase and Property  
State House Annex RM 102  
25 Capitol Street, Concord, NH 03301  
PH: 603-271-4308  
Fax: 603-271-2700

[Prch.web@das.nh.gov](mailto:Prch.web@das.nh.gov)

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**From:** Godin, Ryan <Ryan.M.Godin@DMAVS.nh.gov>  
**Sent:** Friday, December 18, 2020 2:02 PM  
**To:** DAS: PRCHWEB <PRCH.WEB@das.nh.gov>  
**Cc:** Zayac, Erin <Erin.M.Zayac@DMAVS.nh.gov>  
**Subject:** RFB DMAVS 2021-01 Overhead Crane Inspections

Good afternoon Purchasing,

Can you please post RFB DMAVS 2021-01 to the website before the end of the day. The bid closing date and time:  
01/18/21@ 1:30 PM (EST)

Thanks for your help with this. I hope you have great weekend!

### **Ryan Godin**

Procurement Technician  
Department of Military Affairs and Veterans Services  
4 Pembroke Road, BLDG C.

Concord, NH 03301

Phone: (603) 227-5094

e-mail: [ryan.m.godin@dmavs.nh.gov](mailto:ryan.m.godin@dmavs.nh.gov)

Department of Administrative Services  
Procurement and Support Services | Statewide Bids and Proposals



[View Contracts](#)

BIDS are currently available for Download via PDF format and Require Adobe Acrobat Reader 5.0 or higher go to the [NH.gov Portable Document Format \(PDF\) Readers](#) page for assistance in obtaining the Adobe Acrobat Free Reader.

- Click the Bid # to view the bid details.
- Click the contact name to email the contact.
- Bid Results are currently available for Download when they have been awarded.
- Please click the "Awarded Bid" link under the "Status/Bid Results" column to view the bid results.

Submitters & Bid

Search by Bid#:

Use any one or combination of these search options to search for contracts by:

Bid description contains:

Status/Bid Results:

Closing Between: Start:  End:

Contact:

Commodity Category contains:

\* Indicates a NH Economic Stimulus Project

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Bids are sorted by posted date most current to least current. Click column heading links to change the sort order.

Description	Bid#	Attachments	Addendum	Closing Date	Closing Time	Status/Bid Results	Contact	Commodity Category
Overhead Door	<a href="#">Bid 509-12</a>			4/6/2012	11:30am	<a href="#">Awarded</a>	<a href="#">Stowell, Robert</a>	BUILDER'S Supp
Overhead Door Repair Services - CONTRACT	<a href="#">BFR GH 14-11</a>			2/6/2013	12:00pm	Contact	<a href="#">Eckey, Donna</a>	BUILDING MAINTENANCE, INSTALLATION AND REPAIR SERVICES
Overhead Doors-Supply & Install	<a href="#">Bid 298-13</a>			4/29/2013	11:30am	<a href="#">Awarded</a>	<a href="#">Lawson, Robert</a>	BUILDER'S Supp
Overhead Doors - Supply & Install	<a href="#">Bid 377-13</a>			5/14/2013	11:30am	<a href="#">Awarded</a>	<a href="#">Lawson, Robert</a>	BUILDER'S Supp
Overhead Door Repair	<a href="#">Bid GH 16-09</a>			4/9/2015	12:00pm	Contact	<a href="#">Lincoln, Kevin</a>	BUILDING MAINTENANCE, INSTALLATION AND REPAIR SERVICES
Overhead Door, Supply & Install	<a href="#">Bid 140-16</a>		<a href="#">Addendum 1</a>	3/23/2016	1:30pm	Cancelled	<a href="#">Ingram, Laura</a>	BUILDER'S Supp
Overhead Door (Supply & Install)	<a href="#">Bid 197-16</a>			4/20/2016	1:00pm	<a href="#">Awarded</a>	<a href="#">Ingram, Laura</a>	BUILDINGS & STRUCTURES; FABRICATED & PREFABRICATED
Overhead Door (Supply & Install)	<a href="#">Bid 186-17</a>			3/27/2017	11:00am	<a href="#">Awarded</a>	<a href="#">Haley, Jeffrey</a>	BUILDER'S Supp
Overhead Doors	<a href="#">Bid 222-17</a>	<a href="#">Attachment 1</a>		5/9/2017	10:00AM	<a href="#">Awarded</a>	<a href="#">Haley, Jeffrey</a>	BUILDER'S Supp
Overhead Doors DOT District 4	<a href="#">Bid 258-17</a>			6/5/2017	10:30am	<a href="#">Awarded</a>	<a href="#">Haley, Jeffrey</a>	BUILDER'S Supp
Building & Structures-Overhead Doors-Installed	<a href="#">Bid 152-18</a>			3/7/2018	10:00am	<a href="#">Awarded</a>	<a href="#">Hoburn, Alan</a>	BUILDER'S Supp
Building & Structures-Overhead Door-Installed	<a href="#">Bid 195-18</a>		<a href="#">Addendum 1</a>	5/2/2018	10:00am	<a href="#">Awarded</a>	<a href="#">Aubert, Ryan</a>	BUILDER'S Supp
Overhead Crane Inspection	<a href="#">BFR DMAYS 2021-01</a>	<a href="#">Attachment 1</a>	<a href="#">Addendum 1</a> <a href="#">Addendum 2</a>	11/19/2021	1:30PM	Contact	<a href="#">Godin, Ryan</a>	Equip MAINTENANCE AND REPAIR SERVICES FOR GENERAL Equip

