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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

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March 16, 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 exercise the first renewal option in an existing contract with AC Electric Corp, 120 Merrow Road, Auburn, Maine 04211 (vendor code #175253), in the amount of $56,369.00. This contract is to provide Transformer Preventative Maintenance services at the Pease Air National Guard Facility in Newington, New Hampshire, from July 1, 2021, through June 30, 2022. The Governor and Executive Council originally approved this contract on June 24, 2020 (item #89) for a two (2) year period with the option for two (2) one (1) year renewals. **25% General, 75% Federal Funds.**

Funds are available in the following appropriation as follows:

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

	FY '22	Total
Air Guard Maintenance	$56,369.00	$56,369.00

EXPLANATION

The purpose of this request is to allow the contractor, AC Electric Corp., to continue to provide Transformer Preventative Maintenance services at the Pease Air National Guard Facility in Newington, New Hampshire, as they have satisfactorily completed their first term under this contract. This extension was negotiated and mutually agreed upon between both parties: the Department of Military Affairs and Veterans Services and AC Electric Corp.

The New Hampshire Air National Guard requires preventative electrical maintenance for substations, pad mount transformers, and appurtenances. The National Guard Bureau makes a federal contribution for Facilities and Maintenance Activities of the New Hampshire Air National Guard including preventative maintenance costs. The preventive maintenance for substations, pad mount transformers, and appurtenances is pivotal to ensure Pease Air National Guard base does not have any electrical infrastructure failures that would impact the mission.

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. The Federal Government reimburses the State for the costs related to the services at the rate of 75%. In the event 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,

David J. Mikolaities
Major General, NH National Guard
The Adjutant General
Department of Military Affairs and Veterans Services

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Military Affairs and Veterans Services		1.2 State Agency Address 4 PEMBROKE ROAD CONCORD, NH 03301	
1.3 Contractor Name AC Electric Corp (VC#- 175253)		1.4 Contractor Address 120 Merrow Road Auburn, ME 04210	
1.5 Contractor Phone Number (207) 784-7341	1.6 Account Number 010-012-22330000-102-500736	1.7 Completion Date June 30, 2022	1.8 Price Limitation $56,369.00
1.9 Contracting Officer for State Agency Erin M. Zayac, Administrator of Business Operations		1.10 State Agency Telephone Number (603)225-1361	
1.11 Contractor Signature Rebecca Sanborn Date: 3/10/21		1.12 Name and Title of Contractor Signatory Rebecca H. Sanborn, President & CEO	
1.13 State Agency Signature Erin Zayac Date: 3/12/21		1.14 Name and Title of State Agency Signatory Erin M. Zayac, Administrator of Business Operations	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Michael O Haley, Attorney		On: 3/24/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* 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.

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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

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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.

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

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 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.

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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 upon contract award, the Contractor must obtain insurance at the following minimum amounts:

-As outlined in State Contract Form p-37.

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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.

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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.

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(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 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.

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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.

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ATTACHMENT B:
EXHIBIT B: SCOPE OF SERVICES

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

Please see attached "Performance Work Statement" for specific Scope of Services.

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Performance Work Statement (PWS)

Electrical Maintenance for Substation, Pad Mount, Transformers, & Appurtenances

February 2020

Version 1.0

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Performance Work Statement (PWS)

Electrical Maintenance for Substation, Pad Mount, Transformers, & Appurtenances

Vision Statement

To perform all inspection, testing, trouble shooting, repairs, upgrades, and training for base technicians to the Pease Substation and components which make- up the power distribution system.

1 Introduction

The New Hampshire Air National Guard has a requirement for Electrical Maintenance for Substation, Pad Mount Transformers, and Appurtenances.

1.3 Scope

The contractor shall provide all personnel, equipment, tools, materials, vehicles, supervision, and other items and services necessary to perform all inspection, testing, trouble shooting, repairs, upgrades, and training for base technicians to the Pease Substation and components which make- up the power distribution system. The Contractor shall follow life and safety codes, and take necessary actions to avoid conditions which may be hazardous to the health and safety of base personnel.

2 General Requirements

This section describes the general requirements for this effort. The following sub-sections provide details of various considerations on this effort.

Standard work hours are 0700 to 1530 Monday through Friday. Excluding federal holidays. Some testing and maintenance may be required to be done after 1530 to accommodate facility missions. The State Contract Representative through CE Operations will coordinate work with all building managers to alleviate work outages.

2.1 Non-Personal Services

The State shall neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Contracting Officer (KO) immediately.

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2.2 Business Relations

The contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The contractor shall manage the timeliness, completeness, and quality of problem identification. The contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

2.3 Contract Administration and Management

The following subsections specify requirements for contract, management, and personnel administration.

2.3.1 Contract Management

The contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The contractor must maintain continuity between the State Contract Representative and the contractor's corporate offices.

2.3.2 Contract Administration

The contractor shall establish processes and assign appropriate resources to effectively administer the requirement. The contractor shall respond to State requests for contractual actions in a timely fashion. The contractor shall have a single point of contact between the State and Contractor personnel assigned to support contracts or task orders. The contractor shall assign work effort and maintaining proper and accurate time keeping records of personnel assigned to work on the requirement.

2.4 Subcontract Management

The contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. Contractors may add subcontractors to their team after notification to the Contracting Officer (KO) or Contracting Officer's Representative (COR). Cross teaming may or may not be permitted.

2.5 Contractor Personnel, Disciplines, and Specialties

The contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience. The contractor shall match personnel skills to the work or task with a minimum of under/over employment of resources. The contractor shall ensure the labor categories as defined in the Labor Categories document (see attachment), labor rates, and man-hours utilized in the performance of each Task Order (PWS line item) issued hereunder will be the minimum necessary to accomplish the task.

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The Contractor shall provide the necessary resources and infrastructure to manage, perform, and administer the contract.

Required Certification. The Government recommends as a minimum the Contractor supervisor to be certified to a level 4 Substation Maintainer National Certificate of Electrical Supply or a program (in-house) equal to this certification. All electrical workers shall be thoroughly familiar with the equipment in this PWS and trained in the procedures to test, inspect; and all which appertains to this work.

2.6 Performance Period

Period of Performance. This Purchase Order is structured as an option year contract in the following schedule:

90 days after award all Preventative maintenance, & inspection will be complete
120 days after award final report is due

Recognized U.S. Holidays. The following are recognized US holidays. The contractor shall not perform services on these days, unless authorized by the Contracting Officer:

New Year's Day: January 1st
Martin Luther King, Jr. Day
Presidents Day
Memorial Day
Independence Day: July 4th
Labor Day
Columbus Day
Veterans Day: November 11th
Thanksgiving Day
Christmas Day

2.7 Location of Work

Location of Cantonment Areas. Location of the work is within the cantonment area of the Pease Air National Guard Base, Newington, New Hampshire. Specific locations are as follows:

1. Bldg. 257 Base Operations
2. Bldg. 256 Life Support
3. Bldg. 270 North Apron Facility
4. Bldg. 253 Fuel Maintenance Hangar
5. Bldg. 254 Aircraft Maintenance Office

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6. Bldg. 251 Aircraft Hangar
7. Bldg. 100 Wing Headquarters
8. Water Tower
9. Contractor Guard Facility
10. Bldg. 156 Flight Simulator
11. Bldg. 152 Base Gym
12. Bldg. 145 Mission Support Group
13. Bldg. 157 Vehicle Maintenance
14. Bldg. 254 Aircraft Apron Lights
15. Bldg. 146 Small Arms Range
16. Bldg. 255 Medical Training / VA
17. Bldg. 262 Base Supply
18. Bldg. 244 Security / Avionics
19. Bldg. 247 ATC / DLA / FAA
20. Bldg. 258 Hazmat Pharmacy
21. Bldg. 249 AGE
22. Bldg. 165 Base Fuel Storage
23. Bldg. 243 Base Fire Station
24. Bldg. 155 Working Dog Foundation
25. Bldg. 245 Readiness
26. Bldg. 149 Multi-Purpose Facility
27. Bldg. 264 Squadron Ops
28. Bldg. 160 DRBS Facility (Bldg. 16)

3 Performance Requirements

Refer to the Performance Requirements Summary (PRS) and Schedule attached which highlights the Performance Statements, Performance Standards, and Acceptable Quality Levels for the contract

The Federal Government retains the option to provide repair and replacement parts to the Contractor, either from stock or by purchasing them from a third part vendor if the Contracting Officer, or authorized representative believes it is in the best interest of the Federal Government will be served.

4 Special Requirements

This section describes the special requirements for this effort. The following sub-sections provide details of various considerations on this effort.

4.1 Safety and Security

This section describes the security and safety for this effort. The following sub-sections provide details of various considerations on this effort.

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4.1.1 Safety

Contractor Compliance. The contractor and its subcontractors shall comply with Public Law 91-596 (Occupational Safety and Health Act (OSHA)) and the Environmental, Safety, and Occupational Health (ESOH) (DODD 4715.1E). These requirements shall be incorporated into the contractors safety and health program. The Department of Defense (DoD) participates in the OSHA Voluntary Protection Program (VPP). Contractor personnel performing services on a DoD installation shall participate in the local VPP. Information on the VPP is available at http://www.osha.gov/dcsp/vpp/index.html.

Mishap Notification and Investigation. The contractor and its subcontractors (if applicable) shall promptly report pertinent facts regarding mishaps involving State or Federal property damage or injury to State or Federal personnel and to cooperate in any resulting safety investigation. The contractor shall notify (via telephone) the cognizant contracting officer, the contracting officer's representative, and/or other applicable members within four (4) hours of all mishaps or incidents. The State Contract Representative notified by the contractor will in-turn notify the Base Safety office. Contractor notifications made after duty hours shall be reported to the appropriate installation Command Post. If requested by the cognizant KO and/or COR the contractor shall immediately secure the mishap scene/damaged property and impound pertinent maintenance and training records until released by the investigating safety office. If the State or Federal Government investigates the mishap, the contractor and the subcontractors shall cooperate fully and assist the State or Federal Government personnel until the investigation is completed.

4.1.2 Security

All personnel employed by the contractor in the performance of this contract, or any representative of the contractor entering the government installation, shall abide by all security regulations of the installation. The contractor shall supply a list of employees involved with this agreement no less than one week prior to the start of the contract using contractor access form from Pease Security. New employees will not be able to start working until a background check is complete. Each member employed under this contract will be required to be badged by Security Forces prior to the start of this contract. A valid driver's license is required for access to the base.

4.1.3 Access and General Protection/Security Policy and Procedures

The contractor shall comply with all applicable installation/facility access and local security policies and procedures, which may be obtained from the Contracting Officer's Representative (COR). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the local installation's Security Forces, Director of Emergency Services or local Security Office. The contractor shall ensure compliance with all personal identity verification

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requirements as directed by DoD, HAF and/or local policy. Should the Force Protection Condition (FPCON) change, the Government may require changes in contractor security matters or processes.

Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (AFI 31-101 and AFI 10-245), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

4.1.4 AT Level I Training

All contractor employees, to include subcontractor employees, requiring access to Government Installations, Facilities and Controlled Access areas shall complete AT Level I awareness training within 10 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. Certificates of completion for each affected contractor employee and subcontractor employee will be maintained by the COR or Antiterrorism Representative. AT level I Awareness Training is available through Joint Knowledge Online at https://jko.jten.mil/courses/atl1/launch.html by completing CBT.4.2 Applicable Directives

4.2 Applicable Directives

The Contractor covenants to comply with all applicable State and Federal laws, rules, and regulations including, but not limited to, those pertaining to non-discrimination, lobbying, drug free work place and the use of United States.

The contractor shall comply with all documents listed below as mandatory and referenced under paragraph the Performance Requirements Summary (PRS). Compliance with documents listed as non-mandatory is the contractors' option.

Publications and forms applicable to this Performance Work Statement (PWS) are listed below. The contractor has coded publications as mandatory (M) or advisory (A). The contractor shall follow those publications coded as mandatory to the extent (that is, the specific procedure in a paragraph, section, chapter or volume) specified in the PWS.

M - Mandatory compliance (list)

1. AFJMAN 32-1082

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2. NFPA NEC 70B
3. OSHA 1910.269
4. NESC ANSI C2
5. UFC 7-550-07
6. UFC 3-550-07
7. ANSI/BETA MTS
8. AFI 36-1065

A – Non-Mandatory document (list) – None.

4.3 Government Furnished Materials

The contractor shall be responsible for safeguarding all government property provided for contractor use. At the end of each work shift, all government facilities, equipment, and materials shall be secured.

Utilities. The government will provide gas, electricity, sewage, and water utilities.

Previous Reports. The Federal government will provide past reports, as necessary, to fulfill the requirement.

4.4 Quality

This section describes the Quality Control components for this effort. The following sub-sections provide details of various considerations on this effort.

4.4.1 Quality Control

The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with the Purchase Order and this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services.

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Attachment 1 - Performance Requirement

Summary (PRS)

Performance Statements Overview
3 The Contractor shall perform electrical maintenance for Substation, Pad Mount, Transformers, & Appurtances
3.1 Evaluate and test transformers.
3.2 Evaluate and clean switches.
3.3 Evaluate voltage relays.
3.4 Test capacitor bank vacuum breakers and reclosers.
3.5 Test transformer differential relays.
3.6 Perform grounding test.
3.7 Inspect and clean battery banks.
3.8 Inspect and clean insulators.
3.9 Lubricate and test breakers.
3.10 Produce a cost breakdown of all identified deficiencies.
3.11 Full report

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Performance Statements	Performance Standards/AQLs
3.1 Evaluate and test transformers.	
3.1.1 Evaluate, Maintain transformers & visual inspection All every year	An industry standard evaluation of the transformers at locations listed in Appendix 1, to include an analysis of at least the following: a) Bil Kv b) Type KV c) Pri Volts d) Impedance e) Amps f) Sec Volts g) Frequency h) Oil Capacity i) Inspect physical and mechanical condition j) Inspect anchorage, alignment and grounding k) Verify presence of PCB labeling, l) Clean bushings and control cabinet; m) Inspect bushings n) Verify operation of alarms, control and trip circuits o) Verify that cooling fans and pumps operate correctly p) Inspect bolted electrical connections for high resistance q) Verify correct liquid level r) Verify that positive pressure is maintained on gas blanketed transformers s) Perform inspections and mechanical test on recommended by manufacturer; t) Verify de-energized tap changer position is left as specified u) Check integrity of oil containment dike and drain any storm water collected v) Core w) Tanks and associated devices x) Air Drier Desiccant y) Buchholz Relay z) Cooling System aa) Heat Exchanger Radiators AQL: See Appendix 5 for acceptable quality level for each analysis item.
3.1.2 Mechanical and electrical test of transformers. All to be accomplished every year	An industry standard transformer test of all transformers listed in Appendix 1, to include at least the following: a) Windings

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	b) Tap Changers – Load c) Tap Changer – No Load d) Insulating Oil a. DGA-7 part analysis i. Dielectric breakdown voltage ii. Acid neutralization number iii. Specific Gravity iv. Interfacial tension v. Color vi. Visual condition vii. Water in insulating liquids viii. Measure power factor or dissipation factor ix. Include Furan DGA for cellulose paper insulation degradation determination. x. The baseline Furan Gas percentage can be used for predictive testing of remaining life of substation transformers by performing periodic Furan Dissolved Gas tests b. Replacing as necessary e) Sudden Pressure Relay f) Perform inspections and mechanical test on recommended by manufacturer g) Perform as-left tests; h) Test the instrument transformers; i) Test the surge arresters; j) Test the transformer neutral ground impedance devices, if applicable
3.1.2 Mechanical and electrical test of transformers. 1/2 per year so that all are completed every 2 years	An industry standard transformer test of all transformers listed in Appendix 1, to include at least the following: a) Resistance measurements through bolted connections with a low resistance ohm meter, if applicable b) Resistance measurements through bolted connections with a low resistance ohm meter, if applicable; c) Perform insulation-resistance tests; d) Perform turns ratio tests at designated tap position; e) Perform insulation power-factor or dissipation-factor test on all windings; f) Perform power-factor or dissipation-factor tests on each bushing; g) Perform excitation-current test; h) Measure the resistance of each winding at the designated tap position;

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	i) If the core ground strap is accessible, remove and measure the core insulation resistance at 500 volt (V) direct current (DC); j) • Measure the percentage of oxygen in the gas blanket, if applicable k) Test the instrument transformers; l) • Test the surge arresters; m) • Test the transformer neutral ground impedance devices, if applicable; and n) • When replacing transformers, 'right-size' the transformers to reduce or eliminate unnecessary arc flash incident energy levels
3.1.3 Produce report on all transformers. All every year	An industry standard transformer report on all transformers listed in Appendix 1 based on the test conducted in 3.1.2, to include at least the following: a) Manufacture b) Rating c) Style d) Serial Number e) Inspector's Name f) Date Tested g) Weather conditions h) Lab Reports on oil condition i) Remarks overall condition j) Test Reports with comments k) Pass or Fail l) Equipment used for testing m) Recommended service, and corrective actions.
3.2 Evaluate, clean, and service switches.	
3.2.1 Visual, Maintain, Mechanical and Electrical SF6 inspection and service. All Every year	Per NETA & UFC 3-550-07 Standard for Maintenance and Testing Specifications a) Inspect physical and mechanical condition b) Inspect anchorage, alignment, grounding, and req clearance c) Prior to cleaning perform as-found test d) Clean unit e) Inspect and service mechanical operator IAW manufactures recommendations f) Verify correct operation of SF6 gas pressure alarms/switches 1. Replace as necessary g) Measure critical distances as recommended h) Inspect bolted electrical connections for high resistance using an approved method verifying tightness i) Verify fuse size and types are in accordance with drawings, short-circuit studies, and coordination study

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	j) Verify fuse holder has adequate mechanical support and contact integrity k) Verify operation and sequencing of interlocking systems l) Use appropriate lubrication on moving current-carrying parts and on moving and sliding surfaces m) Test for SF6 gas leaks IAW with manufactures data n) Perform resistance measurements through accessible bolted electrical connections with a low resistance ohmmeter o) Perform a contact-resistance test p) Perform insulation resistance test for one minute on each pole phase to phase and phase to ground with switch closed and access each open pole. Apply voltage IAW manufactures data q) Perform a dielectric withstand voltage test across each bottle with switch in the open position IAW with manufactures data r) Verify open and close operation from control devices
3.2.2 Produce an analysis report of all switches. All every year	An industry standard visual & mechanical inspection and evaluation of the transformers, to include an analysis of at least the following: a) Blades b) Switch mechanism, critical distances c) Voltage d) Current Rating e) Air Temperature f) Humidity g) Gas pressure h) Fuses i) Terminals j) Bolt connections
3.2.3 Clean and remove any contaminating materials from insulators. All every year	Switch shall be visibly clear of contaminating materials 98% of the time.
3.2.4 Recommend any required service and corrective actions. All every year	Recommendations based on the evaluation conducted in 3.2.1 include at least the following: 1) Switch Number 2) Date Tested 3) Manufacture 4) Serial Number 5) Switch Type 6) Test Date 7) Compare historical gas pressure levels to annotate any pressure loss 8) Remarks of issue findings

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	9) Recommended corrective action
3.3 Evaluate voltage relays.	Visual/mechanical every year
3.3.1 Visual Inspection All every year	a) Inspect relays and case for physical damage; b) Prior to cleaning the unit, perform as-found tests, if required; c) Clean the unit; d) Relay case; e) Tighten case connections. f) Inspect cover for correct gasket seal. g) Clean cover glass. h) Inspect shorting hardware connection paddles, and/or knife switches. i) Remove any foreign material from the case. j) Verify target rest. k) Relay; l) Inspect relay for foreign material, particularly in disk slots of the damping and electromagnets. m) Verify disk and contact clearance and spring bias. n) Inspect spiral spring convolutions. o) Inspect disk and contact for freedom of movement and correct travel. p) Verify tightness of mounting hardware and connections. q) Burnish contacts. r) Inspect bearings and/or pivots. s) Verify that all settings are in accordance with coordination study or setting sheet supplied by owner; t) Perform as-left tests. Primary injection testing is required for end-to-end testing. Secondary injection testing of only the relay is not adequate to determine proper system operation; u) Intervals for electromechanical relays;
3.3.2 Test and produce an analysis report of all voltage relays. 1/2 per year so that all are completed every 2 years	An industry standard test of the voltage relays, to include an analysis of at least the following: a) Time Overcurrent Pickup b) Time Overcurrent Delay c) Instantaneous Pickup d) Trip Angle Delay AQL: See Appendix 6 for acceptable quality levels at each voltage relay location.
3.3.3 Electromechanical Relay Test Intervals	a) Contacts; b) Moving parts; c) Connections;

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1/2 per year so that all are completed every 2 years	d) Case and cover; e) Intervals for electronic relays;
3.3.4 Recommend any required service and corrective actions. All every year	Recommendations based on the evaluation conducted in 3.3.1 include at least the following: 1) Location 2) Manufacture 3) Serial Number 4) Date Tested 5) Inspectors Name 6) Test Results 7) Remarks overall condition 8) Pass or Fail 9) Remarks for corrective action 10) Equipment Used Documentation for Retest
3.4 Test capacitor bank vacuum breakers and reclosers.	
3.4.1 Test and produce an analysis report of all capacitor bank vacuum breakers and reclosers. All every year	An industry standard evaluation of breakers and reclosers, to include an analysis of at least the following: a) Megger b) Ductor c) Bushings d) Connections Oil
3.4.2 Clean and polish bushings all every year	
3.4.3 Recommend any required service and corrective actions. All every year	Recommendations based on the evaluation conducted in 3.4.1 include at least the following: 1) Location 2) Circuit 3) Inspectors Name 4) Date Tested 5) Serial Number 6) Model 7) Manufacture 8) Test Results 9) Pass or Fail 10) Remarks overall condition 11) Remarks for corrective action Documentation for Retest

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3.5 Test transformer differential relays.	12)
3.5.1 Test transformer differential relays at substation location 1A and 1B (see Appendix 1). 1/2 per year so that all are completed within 2 years	An industry standard evaluation of differential relays, to include an analysis of at least the following: a) Relay settings b) Multiplies of Tap (MOT) c) Initial current injection value Wet connections and expected targets
3.5.2 Recommend any required service and corrective actions. All every year	Recommendations based on the evaluation conducted in 3.5.1, in reference to Appendix 6 and 7, to include at least the following: 1) Location (for example Transformer #1 or #2. 2) Manufacture 3) Serial Number 4) Date Tested 5) Inspectors Name 6) Test Results 7) Remarks overall condition 8) Pass or Fail 9) Corrective Action 10) Equipment Used d) Documentation for Retest
3.6 Perform grounding test.	
3.6.1 Test primary transformer grounding grids and pad mounts for resistance and integrity testing. All every year	An industry standard grounding test, to include an analysis of at least the following: a) Ground system resistance Ground path resistance at support structures, equipment enclosures, and neutral conductors.
3.6.2 Test primary transformer grounding grid All once every 2 years	a) Fall of potential every 2 years
3.6.2 Recommend any required service and corrective actions. All every year	Recommendations based on the evaluation conducted in 3.6.1 include at least the following: 1) Location 2) Date Tested 3) Inspector's Name 4) Measured results to earth and back to substation for secondary transformers. 5) Measured results to earth Primary Transformers. 6) Pass or Fail 7) Comments overall condition 8) Remarks for recommended corrective action

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	9) Equipment used
3.7 Inspect and clean battery banks.	
3.7.1 Evaluate battery banks. All Every year	An industry standard evaluation of battery banks, to include an analysis of at least the following: a) Battery charger operability b) Electrolyte levels Securely fastened connections
3.7.2 Perform in-service energized reading resistance test. All every year	An industry standard in-service energized reading resistance test, to include at least the following: a) Ambient temperature b) Float voltage measured at battery terminals c) Charger output current and voltage d) Pilot cell data a. Cell voltage b. Cell specific gravity and electrolyte temperature, corrected for temperature c. Electrolyte level e) All cell-to-cell and cell-to-terminal correction resistance c) Infrared readings
3.7.3 Perform out-service energized reading resistance test. All every year	An industry standard out-service energized reading resistance test, to include at least the following: f) Capacity load test assuring battery degradation has not gone past 85% of its life expectancy
3.7.4 Clean terminals and battery cell. All every year	
3.7.5 Recommend any required service and corrective actions All every year	Recommendations based on the evaluation conducted in 3.7.1 include at least the following: 1) Batteries a. Location b. Last Inspection Date c. Date of Inspection d. Year Installed e. Serial Number f. Instruction Manual Used g. Cell Size h. Number of Cells i. Ampere-Hours at Hour Rate j. Nominal specific gravity at 77 degrees F k. Nominal system float voltage

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	l. Results from 18.4.1 m. Remarks Overall Condition n. Pass or Fail o. Corrective Actions p. Name of Inspector 2) Battery Charger a. Designation b. Location c. Last Inspection Date d. Date of Inspection e. Year Installed f. Serial Number g. Instruction Manual Used h. Cell Size i. Cell Type j. Remarks overall condition k. Pass or Fail l. Corrective Actions m. Name of Inspector
3.8 Inspect and clean insulators.	
3.8.1 Inspect of insulators. All every year	An industry standard inspection of insulators, to include an analysis of at least the following: 1. Visible cracks
3.8.2 Clean exposed insulators. All Every year	
3.8.3 Recommend any required service and corrective actions. ½ per year so that all are completed every 2 years	Recommendations based on the evaluation conducted in 3.8.1 include at least the following: 1) Insulator(s) location 2) Overall condition 3) Pass or Fail 4) Recommended corrective action
3.8 Inspect substation structure, connections, joints, and supports.	
3.8.1 Inspect substation structure, connections, joints, and supports. All every year	An industry standard inspection of substation structure, connections, joints, and supports, to include an analysis of at least the following: a) Securely fastened hardware Surface preservation
3.8.2 Tighten connections, joints, and supports. All every year	b) AQL: Tighten components that are not severely rusted or require major repair.

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3.8.3 Recommend any required service and corrective actions. All every year	Recommendations based on the evaluation conducted in 3.8.1 include at least the following: a) List of loose items b) List of areas needing preservation
3.9 Lubricate and test breakers.	
3.9.1 Conduct HIPOT test of 15-GMI-500-1200 breakers listed in Appendix 4. ½ per year so that all every accomplished every 2 years	An industry standard HIPOT test of all 15-GMI-500-1200 breakers, to include an analysis of at least the following: a) Operating Mechanism b) Mechanism clearance c) Lubrication mechanism d) Barriers e) Condition of contacts f) Contact alignment g) Check Counter h) General internal condition i) Terminals and braids j) Inspect control wiring k) Racking mechanism l) Contact resistance Phase A, B, and C HIPOT test for Phase 1, 2, and 3. m) Insulation resistance test (MEGGER
3.9.2 Lubricate test breakers. All every year	
3.9.3 Recommend any required service and corrective actions. All every year	Recommendations based on the evaluation conducted in 3.9.1 include at least the following: a) Circuit Number and Part Number b) Date c) Inspectors Name d) Item Checked e) Pass or Fail f) Documentation for Retest g) Comments of overall condition h) Documented Problems Recommended service, and corrective actions
3.10 Produce a cost breakdown of all identified deficiencies. **All every year**	i) Cost breakdown shall include costs for parts, materials, labor hours, labor rates, and equipment.
3.11 Full report **All every year**	a) Including all services, maintenance, corrective actions, recommended corrective actions, a revised base electrical system one-line diagram, and a full review of revised UFCs, NETA, NFPA NEC 70B, AFI, OSHA, NESC ANSI C2 and

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	manufactures recommendations to ensure that all equipment is being maintained to updated standards. b) Report shall include IR photography per NETA & UFC standards at a minimum of: a. Main Xfmr #1 b. PSNH PTS & CTS c. Recloser #1 d. Recloser #2 e. Station Service Xfmr f. Air Break Switch #1 g. Air Break Switch #2 h. Main Xfmr #2 c) Report shall include all pricing for repairs broken down by equipment item, labor, and all associated costs. Report submitted within 30 days of work completion.

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Appendix 1 - Transformer Inventory

Transformer #	Location	Location Name	Manufacturer	Primary Voltage Configuration	Secondary Voltage Configuration	Oil Storage (gallons)	Serial
1	Substation	-	Virginia	34,500	13,800 Y	1,034	A63000A007-6600A
2	Substation	-	Virginia	34,500	13,800 Y	1,034	A63000A007-6600B
3	Bldg 257	Base Operations	RTE Corp.	13,800	208/120 Y	-	866005043
4	Bldg 256	Life Support	RTE Corp.	13,800	208/120 Y	-	866005193
5	Bldg 270	North Ramp	Cooper	13,800	480/277 Y	-	926001371
6	Bldg 253	Fuels Maintenance Hanger	RTE Corp.	13,800	208/120 Y	-	866005085
7	Bldg 253	High Expansion Foam Dedicated Transformer	Cooper	13,800	480/277 Y	-	0750013153
8	Bldg 253	Fuels Maintenance Hanger	Cooper	13,800	480/277 Y	-	1399
9	Bldg 254	Aircraft Maintenance Hanger	RTE Corp.	13,800	208/120 Y	-	866005087
10	Bldg 254	Aircraft Maintenance Hanger	RTE Corp.	13,800	208/120 Y	-	866005044
11	Bldg 254	Hangar Offices	Westinghouse	13,800	480/277 Y	-	89J544201
12	Bldg 160	DRBS Facility	Cooper	13,800	480/277 Y	-	926001291
13	Bldg 100	Wing Headquarters	Cooper	13,800	480/277 Y	-	
14	Base Water Tower	-	Cooper	13,800	208/120 Y	-	926001317
15	Alternate Guard Shack	-	RTE Corp.	13,800	208/120 Y	-	866005054

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16	Bldg 156	Simulator	ABB	13,800	480/277 Y	-	03J729109
17	Bldg 152	Base Gym	Cooper	13,800	208/120 Y	-	926001471
18	Bldg 145N	Communications/ROSC	General Electric	13,800	480/277 Y	-	P189662TVC
19	Bldg 157	Vehicle Maintenance	General Electric	13,800	480/277 Y	-	P189639TVC
20	Bldg 145S	MSG/Contracting/Services	General Electric	13,800	480/277 Y	-	Q110452-TOH
21	Flight Line Road	-	Cooper	13,800	480/277 Y	-	926001290
22	Bldg 146	Small Arms Range	Cooper	13,800	208/120 Y	-	926001293
23	Bldg 255	Medical Training Facility	Cooper	13,800	208/120 Y	-	926001306
24	Bldg 256	Base Supply	Cooper	13,800	208/120 Y	-	926001400
25	Bldg 251	Aircraft Maintenance Hangar	RTE Corp.	13,800	480/277 Y	-	866005047
26	Bldg 251	Aircraft Maintenance Hangar	RTE Corp.	13,800	208/120 Y	-	866005086
27	Bldg 252	Hangar	RTE Corp.	13,800	208/120 Y	-	866005089
28	Bldg 252	Hanger	RTE Corp.	13,800	480/277 Y	-	866005045
29	Bldg 245		Cooper	13,800	208/120 Y	-	926001289
30	Bldg 244	Security/Avionics	RTE Corp.	13,800	480/277 Y	-	866004805
31	Bldg 247	ATC/DLA/FAA	RTE Corp.	13,800	120/208 Y	-	866005041
32	Bldg 258	Hazmat Pharmacy	Cooper	13,800	120/208 Y	-	866005088
33	Bldg 249	AGE	RTE Corp.	13,800	480/277 Y	-	866005048
34	Bldg 165	Base Fuels	Cooper	13,800	480/277 Y	-	960012729
35	Bldg 244	Security/Avionics	RTE Corp.	13,800	120/208 Y	-	866005088
36	Bldg 255	Medical Training	Cooper	13,800	120/208	-	926001294

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37	Bldg 243	Pease Fire Station	ABB	13,800	480/277	-	05J3922
38	Bldg 149	Multi-Purpose Facility	Cooper	13,800	480/277	-	0550018162
39	Bldg 264	Squadron Ops	Cooper	13,800	480/277	-	CP1250010439

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Date: 03/10/2021

Appendix 2 - Switch Inventory

Switch #	Name	Location	Serial
1	SF 6 Switch 1-5 Working Dog		
2	SF 6 Switch 2-145	Bldgs. 145N, 157, 152, and 145S.	
3	SF 6 Switch 1-160	Bldgs. Fuels Storage and Bldg. 160.	
	SF 6 Switch 2-146	Bldgs. 146 and 270.	
	SF 6 Switch 2-257	Old North Ramp Lights and Bldg. 257	
	SF 6 Switch 3-256	Bldgs. 256 and 264.	
	SF 6 Switch 3-254	Bldg. 254 North and Apron Lights.	
	SF 6 Switch 3-253	Hangars 253 and 254	
	SF 6 Switch 4-251	Hangars 251 and 252	
	SF 6 Switch 4-247	Bldg. 247	
	SF 6 Switch 4-245	Bldgs. 244 and 245	
	SF 6 Switch 4-249	Bldg. 249	
	SF 6 Switch 4-258	Bldgs. 258, 260, and 262	
	SF 6 Switch 1-140	Bldg. 140 and Base Water Tower	
	SF 6 Switch 1-15	Bldg. 160	
	SF 6 Switch Bldg. 100,	Water Tower	

Initials: R S

Date: 03/10/2021

Appendix 3 – Voltage Relay Inventory

Location	Location Name	Model/Type	Primary Voltage Configuration	Secondary Voltage Configuration	Serial
		Undervoltage Relays 27-A	71V		SN UBD9620-003J
		Undervoltage Relays 27-B	71V		SN UBD9620-002J
		Undervoltage Relays 27-C	71V		SN UBD9620-001J
		Capacitor Bank #1 59N	20V		SN1455 R-G
		Capacitor Bank #2 59N	20V		SN1456 R-G
		TX T1 34.5 kv Primary 51 PH1			SN17547 R-D
		TX T1 34.5 kv Primary 51 PH2			SN17581 R-D
		TX T1 34.5 kv Primary 51 PH3			SN17547 R-D
		TX T1 34.5 kv Primary 51N			SN17569 R-D
		Incoming Feeder #1 51 PH1			SN17560 R-D
		Incoming Feeder #1 51 PH2			SN17565 R-D
		Incoming Feeder #1 51 PH3			SN17559 R-D
		Incoming Feeder #1 51G			SN17580 R-D
		Incoming Feeder #1 67	13.8kV		SN639 R-G
		Feeder Breaker #1 50/51 PH1	13.8kV		SN17550 R-D
		Feeder Breaker #1 50/51 PH2			SN17562 R-D
		Feeder Breaker #1 50/51 PH3			SN17555 R-D
		Feeder Breaker #1 50/51 PHN			SN17582 R-D
		Feeder Breaker #3 50/51 PH1			SN17552 R-D

Initials: RS

Date: 03/10/2021 Type text h

		Feeder Breaker #3 50/51 PH2			SN17556 R-D
		Feeder Breaker #3 50/51 PH3			SN17549 R-D
		Feeder Breaker #3 50/51 PHN			SN17554 R-D
		TX T2 34.5 kv Primary 51 PH1			SN17567 R-D
		TX T2 34.5 kv Primary 51 PH2			SN17568 R-D
		TX T2 34.5 kv Primary 51 PH3			SN17566 R-D
		TX T2 34.5 kv Primary 51N			SN17579 R-D
		Incoming Feeder #2 51 PH1			SN17558 R-D
		Incoming Feeder #2 51 PH2			SN17577 R-D
		Incoming Feeder #2 51 PH3			SN17553 R-D
		Incoming Feeder #2 51 G			SN17572 R-D
		Incoming Feeder #2 51 G			SN638 R-D
		Feeder Breaker #2 50/51 PH1			SN17573 R-D
		Feeder Breaker #2 50/51 PH2			SN17570 R-D
		Feeder Breaker #2 50/51 PH3			SN17557 R-D
		Feeder Breaker #2 50/51 PHN			SN17551 R-D
		Feeder Breaker #4 50/51 PH1			SN17563 R-D
		Feeder Breaker #4 50/51 PH2			SN17571 R-D
		Feeder Breaker #4 50/51 PH3			SN17561 R-D
		Feeder Breaker #4 50/51 PHN			SN17564 R-D
		Feeder Breaker # 6 50/51 PH1	13.8kV		SN17578 R-D
		Feeder Breaker # 6 50/51 PH2			SN17575 R-D
		Feeder Breaker # 6 50/51 PH3			SN17548 R-D

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		Feeder Breaker # 6 50/51 PHN			SN17576 R-D

Appendix 4 - Breaker Inventory

Breaker #	Location	Breaker Name	Manufacturer	Serial
1	Substation	Incoming Line Breaker #1		R-96374A-7
2	Substation	Incoming Line Breaker #2		R-96374A-1
3	Substation	Bus Tie Circuit Breaker		R-96374A-2
4	Substation	Feeder Breaker #1		R-96374A-3
5	Substation	Feeder Breaker #2		R-96374A-4
6	Substation	Feeder Breaker #3		R-96374A-5
7	Substation	Feeder Breaker #4		R-96374A-6
8	Substation	Feeder Breaker #6		R-96374A-8

Initials: RS

Date: 03/10/2021

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

The Contract Price:

1. The Department of Military Affairs and Veterans services are utilizing first renewal option in current contract. The Department of Military Affairs and Veterans Services will pay the contractor a maximum total of $56,369.00 for a period of one (1) year.

2. This total contract shall not exceed $56,369.00 without an amendment and approval of the Governor & Executive Council

Method of Payment:

Payment will be made within 30 days after receipt of a proper invoice.

Invoices will be submitted by the Contractor to:

Department of Military Affairs and Veterans Services
Business Office (Attn: Accounting)
4 Pembroke Road
Concord, NH 03301-5607.

Terms of Payment:

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

Initials: R S
Date: 3/10/21

State of New Hampshire

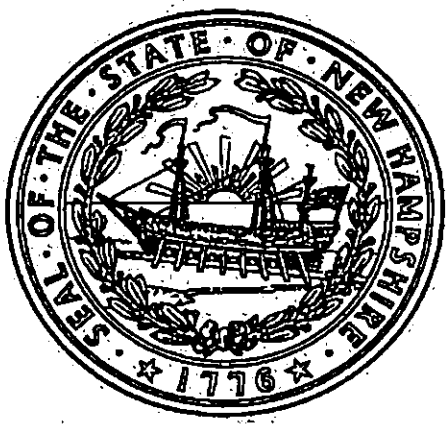
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that A C ELECTRIC CORP is a Maine Profit Corporation registered to do business in New Hampshire as A C ELECTRIC OF MAINE on November 23, 2015. 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: **735148**

Certificate Number: **0005285876**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of March A.D. 2021.

William M. Gardner
Secretary of State

State of New Hampshire
Department of State
2021 ANNUAL REPORT

Filed
Date Filed: 3/10/2021
Effective Date: 3/10/2021
Business ID: 735148
William M. Gardner
Secretary of State

BUSINESS NAME:	**A C ELECTRIC CORP**
BUSINESS TYPE:	**Foreign Profit Corporation**
BUSINESS ID:	**735148**
STATE OF INCORPORATION:	**Maine**

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
120 Merrow Road **Auburn, ME, 04211, USA**	**PO Box 1508** **Auburn, ME, 04211, USA**

REGISTERED AGENT AND OFFICE	
REGISTERED AGENT:	**Macklin, Sheila J**
REGISTERED AGENT OFFICE ADDRESS:	**130 Jenness Hill Rd Bristol, NH, 03222, USA**

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / Electric Motor Services; Pump Services.	

State of New Hampshire
Department of State
2021 ANNUAL REPORT

Filed
Date Filed: 3/10/2021
Effective Date: 3/10/2021
Business ID: 735148
William M. Gardner
Secretary of State

OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Rebecca Hope Sanborn	**120 Merrow Rd, Auburn, ME, 04210, USA**	**President**
John Swanson Trustee John A Swanson Revocable Trust	**1551 Saint James Circle, The Villages, FL, USA**	**Director**
Faith Drabant	**522 N Street Mary's Street, St Marys, PA, 15857, USA**	**Director**
Jane M Carey	**12 Buena Vista Del Rio, Carmel Valley, CA, 93924, USA**	**Director**
Peter C Rossin Jr	**2491 Old Washington, Pittsburgh, PA, 15241, USA**	**Director**
Mike Lowery	**8048 South Drive, Saint Louis, MO, 8048 South Drive, Saint Louis, MO, 63117, USA**	**Director**
John Carey	**1450 Dutch Ridge Road, Beaver, PA, 1450 Dutch Ridge Road, Beaver, PA, 15009, USA**	**Director**
Daniel Berg	**7 Medaille Drive apt 102, 7 Medaille Drive, Watervliet, NY, 12189, USA**	**Director**
Philip Gallagher	**186 Sunset Road, 186 Sunset Rd, Pittsburgh, PA, 15237, USA**	**Director**
Kathleen Gallagher	**5092 Francis Loop, 5092 Francis Loop, The Villages, FL, 32163, USA**	**Director**
James Hohman	**36 Newgate Road, 36 Newgate Rd, Pittsburgh, PA, 15202, USA**	**Director**
Joseph Dicarlo	**6327 Jackson Street, 6327 Jackson Street, St Marys, PA, 15857, USA**	**Director**
Alfred Palaszynski	**40 Twin Oak Lane, 40 Twin Oak Lane, Wilton, CT, 06897, USA**	**Director**
James Browne	**36 Newgate Road, 36 Newgate Road, Pittsburgh, PA, 15202, USA**	**Director**
George Gasper	**1050 McNeilly Rd, Apt219, 1050 McNeilly Road Apt 219, Pittsburgh, PA, 15226, USA**	**Director**

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

Title: **President**
Signature: **Rebecca Hope Sanborn**
Name of Signer: **Rebecca Hope Sanborn**

I, James Browne, **hereby certify** that I am duly elected Clerk/Secretary/Officer of
(Name)
AC ELECTRIC CORP. I hereby certify the following is a true copy of the
(Name of Corporation)

current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or Articles of Incorporation authorize the following officers or positions to bind the Corporation for contractual obligations: Rebecca Sanborn.
(*President& CEO*)

I further certify that the following individuals currently hold the office or positions authorized: Rebecca Sanborn, President & CEO.
(*list individuals holding positions authorized*)

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

DATED: 3/10/2021 **ATTEST:**

Officer, James Browne

ACELECT-06 KMORSE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/1/2020

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1780862
HUB International New England
275 US Route 1
Cumberland Foreside, ME 04110

CONTACT NAME:
PHONE (A/C, No, Ext): (207) 829-3450 FAX (A/C, No): (207) 829-6350
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Casualty Insurance Company of Americ	19046
INSURER B : Charter Oak Fire Insurance Company	25615
INSURER C : Maine Employers' Mutual Insurance Company	11149
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
AC Electric Corp
120 Merrow Street
Auburn, ME 04210

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			6308P191881	7/1/2020	7/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BA8P192519	7/1/2020	7/1/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			CUP8P194297	7/1/2020	7/1/2021	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		1810074194	7/1/2020	7/1/2021	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Department of Military Affairs and Veterans Services
4 Pembroke Road
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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View assistance for SAM.gov

SAM.GOV

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

Login.gov FAQs

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

Search Results

Current Search Terms: AC Electric Corp*

Total records:0

Save PDF | Export Results | Print

Result Page:

Sort by Relevance Order by Descending

Your search for AC Electric Corp* returned the following results...

No records found.

Result Page:

Save PDF | Export Results | Print

GSA

IBM-P-20210209-1148
WWW6

Search Records	Disclaimers	FAPIIS.gov
Data Access	Accessibility	GSA.gov/IAE
Check Status	Privacy Policy	GSA.gov
About		USA.gov
Help		

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.

G & C 6-24-20
ITEM # 89

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

May 11, 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 AC Electric Corp, 120 Merrow Road, Auburn, Maine 04211 (vendor code #175253), in the amount of $112,738.00, to provide Transformer 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 2020/2021 operating budget and contingent upon availability and continued appropriations in SFY 2022 with the authority to adjust between fiscal years through the Budget Office if needed and justified

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

	FY '20	FY '21	Total
Air Guard Maintenance	$56,369.00	$56,369.00	$112,738.00

EXPLANATION

The New Hampshire Air National Guard has a requirement for preventative electrical maintenance for substations, pad mount transformers, and appurtenances. The National Guard Bureau makes a federal contribution for Facilities and Maintenance Activities of the New Hampshire Air National Guard that includes preventative maintenance costs. The preventative maintenance for substations, pad mount transformers, and appurtenances will ensure that Pease does not loose critical infrastructure that will in-turn impact mission requirements.

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. Two (2) vendors submitted responses to the RFB. AC Electric Corp submitted the low bid and was awarded this contract contingent upon Governor and Council approval. This contract is for a two-year period with the option for two (2) one-year renewals to be negotiated and mutually agreed upon between both parties; the Department of Military Affairs and Veterans Services and AC Electric Corp.

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,

David J. Mikolaities
Major General, NHNG
The Adjutant General

Electrical Maintenance for Substation, Pad Mount, Transformers, & Appurtenances
PEASE AIR NATIONAL GUARD BASE 2020
NEWINGTON, NEW HAMPSHIRE

BID SUMMARY

The Department of Military Affairs and Veterans Services (DMAVS) solicited Bids via Request for Bid for Preventative Maintenance for electrical substation, pad mount, transformers and appurtenances at Pease Air National Guard Base which was posted to the State's Purchase and Property Website on April 6, 2020.

DMAVS received two qualified bids:

Contractor	Bid Amount	Rank
AC Electric Corp	$112,738.00	A
Transfluid Services Inc.	$252,000.00	B

The resulting contract was awarded to AC Electric Corp. as the company meets the criteria established in the RFB and provided the lowest bid.

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Military Affairs and Veterans Services		1.2 State Agency Address 4 PEMBROKE ROAD CONCORD, NH 03301	
1.3 Contractor Name AC Electric Corp (vc#- 175253)		1.4 Contractor Address 120 Merrow Road Auburn, ME 04210	
1.5 Contractor Phone Number (207) 784-7341	1.6 Account Number 010-012-22330000-102-500731	1.7 Completion Date June 30, 2021	1.8 Price Limitation $112,738.00
1.9 Contracting Officer for State Agency Erin M. Zayac, Administrator of Business Operations		1.10 State Agency Telephone Number (603)225-1361	
1.11 Contractor Signature Rebecca Sanborn Date: 5/5/2020		1.12 Name and Title of Contractor Signatory Rebecca Sanborn, President & CEO	
1.13 State Agency Signature Erin M Zayac Date: 5/8/2020		1.14 Name and Title of State Agency Signatory Erin M. Zayac, Administrator of Business Operations	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Jon-Daniel Lavallee On: 6/4/2020			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials RS
Date 5/5/2020

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 RD
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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 Initials RS

Date 5/5/2020

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.

Contractor Initials _____
Date 5/5/2020

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.

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

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

14.1.3 Insurance against all claims arising from the upon contract award, the Contractor must obtain insurance at the following minimum amounts:

-As outlined in State Contract Form p-37.

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.

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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 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);

Initials: _____

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(6) The Solid Waste Disposal Act (SWDA));
(7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;
(8) To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.

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

(1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
(2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
(3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
(4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
(5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
(6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

Use of United States Flag Carriers.

a. The state covenants and agrees that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive

Initials: RS

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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: MA

Date: 5/5/2020

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: RB

Date: 5/5/2020

STATE OF NEW HAMPSHIRE

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

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

Initials: MD

Date: 5/5/2020

Scope of Services
Electrical Maintenance for Substation, Pad Mount, Transformers, & Appurtenances

Initials: AS

Date: 5/5/2020

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Performance Work Statement (PWS)

Electrical Maintenance for Substation, Pad Mount, Transformers, & Appurtenances

Vision Statement

To perform all inspection, testing, trouble shooting and make recommendations on repairs to the Pease Substation and components which make up the power distribution system.

1 Introduction

The New Hampshire Air National Guard has a requirement for Electrical Maintenance for Substation, Pad Mount Transformers, and Appurtenances.

1.3 Scope

The contractor shall provide all personnel, equipment, tools, materials, vehicles, supervision, and other items and services necessary to perform all inspection, testing, trouble shooting, to the Pease Substation and components which make up the power distribution system. The

Initials: MS

Date: 5/5/2020

Contractor shall follow life and safety codes, and take necessary actions to avoid conditions which may be hazardous to the health and safety of base personnel.

2 General Requirements

This section describes the general requirements for this effort. The following sub-sections provide details of various considerations on this effort.

Standard work hours are -7:00 am to 3:30 pm Monday through Friday. Excluding federal holidays. Some testing and maintenance may be required to be done after 1530 to accommodate facility missions. The State Contract Representative through CE Operations will coordinate work with all building managers to alleviate work outages.

2.1 Non-Personal Services

The State shall neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the State assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Contracting Officer immediately.

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2.2 Business Relations

The contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The contractor shall manage the timeliness, completeness, and quality of problem identification. The contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

2.3 Contract Administration and Management

The following subsections specify requirements for contract, management, and personnel administration.

2.3.1 Contract Management

The contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The contractor must maintain continuity between the State Contract Representative-and the contractor's corporate offices.

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2.3.2 Contract Administration

The contractor shall establish processes and assign appropriate resources to effectively administer the requirement. The contractor shall respond to State requests for contractual actions in a timely fashion. The contractor shall have a single point of contact between the State and Contractor personnel assigned to support contracts or task orders. The contractor shall assign work effort and maintain proper and accurate time keeping records of personnel assigned to work on the requirement.

2.4 Subcontract Management

The contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. Contractors may add subcontractors to their team after notification to the Contracting Officer. Cross teaming may or may not be permitted.

2.5 Contractor Personnel, Disciplines, and Specialties

The contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience. The contractor

Initials: KD

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shall match personnel skills to the work or task with a minimum of under/over employment of resources. The contractor shall ensure the labor categories as defined in the Labor Categories document (see attachment), labor rates, and man-hours utilized in the performance of each Task Order (PWS line item) issued hereunder will be the minimum necessary to accomplish the task.

The Contractor shall provide the necessary resources and infrastructure to manage, perform, and administer the contract.

Required Certification. The State recommends at a minimum the Contractor supervisor to be certified to a level 4 Substation Maintainer National Certificate of Electrical Supply or a program (in-house) equal to this certification. All electrical workers shall be thoroughly familiar with the equipment in this PWS and trained in the procedures to test, inspect, and all which appertains to this work.

2.6 Performance Period

Period of Performance. The resulting contract will be for a two-year period effective upon date of Governor and Council approval with the option for two (2) one-year renewals to be negotiated & mutually agreed upon between both parties—the Department of Military Affairs and Veterans Services and Vendor of the contract. in the following schedule:

Initials: _____

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90 days after award all Preventative maintenance, & inspection will be complete
120 days after award final report is due

Recognized U.S. Holidays. The following are recognized US holidays. The contractor shall not perform services on these days, unless authorized by the Contracting Officer:

New Year's Day: January 1st
Martin Luther King, Jr. Day
Presidents Day
Memorial Day
Independence Day: July 4th
Labor Day
Columbus Day
Veterans Day: November 11th
Thanksgiving Day
Christmas Day

2.7 Location of Work

Location of Cantonment Areas. Location of the work is within the cantonment area of the Pease Air National Guard Base, Newington, New Hampshire. Specific locations are as follows:

Initials: MS

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1. Bldg. 257 Base Operations
2. Bldg. 256 Life Support
3. Bldg. 270 North Apron Facility
4. Bldg. 253 Fuel Maintenance Hangar
5. Bldg. 254 Aircraft Maintenance Office
6. Bldg. 251 Aircraft Hangar
7. Bldg. 100 Wing Headquarters
8. Water Tower
9. Contractor Guard Facility
10. Bldg. 156 Flight Simulator
11. Bldg. 152 Base Gym
12. Bldg. 145 Mission Support Group
13. Bldg. 157 Vehicle Maintenance
14. Bldg. 254 Aircraft Apron Lights
15. Bldg. 146 Small Arms Range
16. Bldg. 255 Medical Training / VA
17. Bldg. 262 Base Supply
18. Bldg. 244 Security / Avionics
19. Bldg. 247 ATC / DLA / FAA
20. Bldg. 258 Hazmat Pharmacy

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21. Bldg. 249 AGE
22. Bldg. 165 Base Fuel Storage
23. Bldg. 243 Base Fire Station
24. Bldg. 155 Working Dog Foundation
25. Bldg. 245 Readiness
26. Bldg. 149 Multi-Purpose Facility
27. Bldg. 264 Squadron Ops
28. Bldg. 160 DRBS Facility (Bldg. 16)

3 Performance Requirements

Refer to the Performance Requirements Summary (PRS) and Schedule attached which highlights the Performance Statements, Performance Standards, and Acceptable Quality Levels for the contract

4 Special Requirements

This section describes the special requirements for this effort. The following sub-sections provide details of various considerations on this effort.

Initials: AD

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4.1 Safety and Security

This section describes the security and safety for this effort. The following sub-sections provide details of various considerations on this effort.

4.1.1 Safety

Contractor Compliance. The contractor and its subcontractors shall comply with Public Law 91-596 (Occupational Safety and Health Act (OSHA)) and the Environmental, Safety, and Occupational Health (ESOH) (DODD 4715.1E). These requirements shall be incorporated into the contractors safety and health program. The Department of Defense (DoD) participates in the OSHA Voluntary Protection Program (VPP). Contractor personnel performing services on a DoD installation shall participate in the local VPP. Information on the VPP is available at http://www.osha.gov/dcsp/vpp/index.html.

Mishap Notification and Investigation. The contractor and its subcontractors (if applicable) shall promptly report pertinent facts regarding mishaps involving State or Federal property damage or injury to State or Federal personnel and to cooperate in any resulting safety investigation. The contractor shall notify (via telephone) the cognizant contracting officer, the contracting officer's representative, and/or other applicable members within four (4) hours of all mishaps or incidents. The State Contract Representative notified by the contractor will in-turn notify the Base Safety office. Contractor notifications made after duty hours shall be reported to the appropriate installation Command Post. If requested by the cognizant KO and/or COR the

Initials: AA

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contractor shall immediately secure the mishap scene/damaged property and impound pertinent maintenance and training records until released by the investigating safety office. If the State or Federal Government investigates the mishap, the contractor and the subcontractors shall cooperate fully and assist the State or Federal Government personnel until the investigation is completed.

4.1.2 Security

All personnel employed by the contractor in the performance of this contract, or any representative of the contractor entering the government installation, shall abide by all security regulations of the installation. The contractor shall supply a list of employees involved with this agreement no less than one week prior to the start of the contract using contractor access form from Pease Security. New employees will not be able to start working until a background check is complete. Each member employed under this contract will be required to be badged by Security Forces prior to the start of this contract. A valid driver's license is required for access to the base.

Initials: _____

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4.1.3 Access and General Protection/Security Policy and Procedures

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

Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (AFI 31-101 and AFI 10-245), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

Initials: RD

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4.1.4 AT Level I Training

All contractor employees, to include subcontractor employees, requiring access to Government Installations, Facilities and Controlled Access areas shall complete AT Level I awareness training within 10 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. Certificates of completion for each affected contractor employee and subcontractor employee will be maintained by the COR or Antiterrorism Representative. AT level I Awareness Training is available through Joint Knowledge Online at https://jko.jten.mil/courses/atl1/launch.html by completing CBT.4.2 Applicable Directives

Initials: KJ

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4.2 Applicable Directives

The Contractor covenants to comply with all applicable State and Federal laws, rules, and regulations including, but not limited to, those pertaining to non-discrimination, lobbying, drug free work place and the use of United States.

The contractor shall comply with all documents listed below as mandatory and referenced under paragraph the Performance Requirements Summary (PRS). Compliance with documents listed as non-mandatory is the contractors' option.

Publications and forms applicable to this Performance Work Statement (PWS) are listed below. The contractor has coded publications as mandatory (M) or advisory (A). The contractor shall follow those publications coded as mandatory to the extent (that is, the specific procedure in a paragraph, section, chapter or volume) specified in the PWS.

M - Mandatory compliance (list)

1. AFJMAN 32-1082
2. NFPA NEC 70B
3. OSHA 1910.269
4. NESC ANSI C2
5. UFC 7-550-07

Initials: _____

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6. UFC 3-550-07
7. ANSI/BETA MTS
8. AFI 36-1065

A – Non-Mandatory document (list) – None.

4.3 Government Furnished Materials

The contractor shall be responsible for safeguarding all government property provided for contractor use. At the end of each work shift, all government facilities, equipment, and materials shall be secured.

Previous Reports. The Federal government will provide past reports, as necessary, to fulfill the requirement.

4.4 Quality

This section describes the Quality Control components for this effort. The following sub-sections provide details of various considerations on this effort.

Initials: AJ

Date: 5/5/2020

4.4.1 Quality Control

The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with the Purchase Order and this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services.

Attachment 1 - Performance Requirement

Summary (PRS)

Performance Statements Overview
3 The Contractor shall perform electrical maintenance for Substation, Pad Mount, Transformers, & Appurtances
3.1 Evaluate and test transformers.

Initials: _____

Date: 5/5/2020

3.2 Evaluate and clean switches.
3.3 Evaluate voltage relays.
3.4 Test capacitor bank vacuum breakers and reclosers.
3.5 Test transformer differential relays.
3.6 Perform grounding test.
3.7 Inspect and clean battery banks.
3.8 Inspect and clean insulators.
3.9 Lubricate and test breakers.
3.10 Produce a cost breakdown of all identified deficiencies.
3.11 Full report

Performance Statements	Performance Standards/AQLs

Initials: _____

Date: 5/5/2020

3.1 Evaluate and test transformers.	
3.1.1 Evaluate, Maintain transformers & visual inspection All every year	An industry standard evaluation of the transformers at locations listed in Appendix 1, to include an analysis of at least the following: a) Bil Kv b) Type KV c) Pri Volts d) Impedance e) Amps f) Sec Volts g) Frequency h) Oil Capacity i) Inspect physical and mechanical condition j) Inspect anchorage, alignment and grounding k) Verify presence of PCB labeling, l) Clean bushings and control cabinet; m) Inspect bushings n) Verify operation of alarms, control and trip circuits o) Verify that cooling fans and pumps operate correctly p) Inspect bolted electrical connections for high resistance q) Verify correct liquid level

Initials: M

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	r) Verify that positive pressure is maintained on gas blanketed transformers s) Perform inspections and mechanical test on recommended by manufacturer; t) Verify de-energized tap changer position is left as specified u) Check integrity of oil containment dike and drain any storm water collected v) Core w) Tanks and associated devices x) Air Drier Desiccant y) Buchholz Relay z) Cooling System aa) Heat Exchanger Radiators AQL: See Appendix 5 for acceptable quality level for each analysis item.
3.1.2 Mechanical and electrical test of transformers. All to be accomplished every year The following tasks on the Mechanical and Electrical test	An industry standard transformer test of all transformers listed in Appendix 1, to include at least the following: a) Windings b) Tap Changers – Load c) Tap Changer – No Load

Initials: ____

Date: 5/20/2020

must be accomplished every year for all transformers listed in Appendix 1.	d) Insulating Oil a. DGA-7 part analysis i. Dielectric breakdown voltage ii. Acid neutralization number iii. Specific Gravity iv. Interfacial tension v. Color vi. Visual condition vii. Water in insulating liquids viii. Measure power factor or dissipation factor ix. Include Furan DGA for cellulose paper insulation degradation determination. x. The baseline Furan Gas percentage can be used for predictive testing of remaining life of substation transformers by performing periodic Furan Dissolved Gas tests b. Replacing as necessary e) Sudden Pressure Relay f) Perform inspections and mechanical test on recommended by manufacturer g) Perform as-left tests; h) Test the instrument transformers;

Initials: _____

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	i) Test the surge arresters; j) Test the transformer neutral ground impedance devices, if applicable
3.1.2 Mechanical and electrical test of transformers. 1/2 per year so that all are completed every 2 years	An industry standard transformer test of all transformers listed in Appendix 1, to include at least the following: a) Resistance measurements through bolted connections with a low resistance ohm meter, if applicable b) Resistance measurements through bolted connections with a low resistance ohm meter, if applicable; c) Perform insulation-resistance tests; d) Perform turns ratio tests at designated tap position; e) Perform insulation power-factor or dissipation-factor test on all windings; f) Perform power-factor or dissipation-factor tests on each bushing; g) Perform excitation-current test; h) Measure the resistance of each winding at the designated tap position; i) If the core ground strap is accessible, remove and measure the core insulation resistance at 500 volt (V) direct current (DC);

Initials: RL

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	j) • Measure the percentage of oxygen in the gas blanket, if applicable k) Test the instrument transformers; l) • Test the surge arresters; m) • Test the transformer neutral ground impedance devices, if applicable; and n) • When replacing transformers, 'right-size' the transformers to reduce or eliminate unnecessary arc flash incident energy levels
3.1.3 Produce report on all transformers. All every year	An industry standard transformer report on all transformers listed in Appendix 1 based on the test conducted in 3.1.2, to include at least the following: a) Manufacture b) Rating c) Style d) Serial Number e) Inspector's Name f) Date Tested g) Weather conditions h) Lab Reports on oil condition i) Remarks overall condition j) Test Reports with comments

Initials: _____

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	k) Pass or Fail l) Equipment used for testing m) Recommended service, and corrective actions.
3.2 Evaluate, clean, and service switches.	
3.2.1 Visual, Maintain, Mechanical and Electrical SF6 inspection and service. All Every year	Per NETA & UFC 3-550-07 Standard for Maintenance and Testing Specifications a) Inspect physical and mechanical condition b) Inspect anchorage, alignment, grounding, and req clearance c) Prior to cleaning perform as-found test d) Clean unit e) Inspect and service mechanical operator IAW manufactures recommendations f) Verify correct operation of SF6 gas pressure alarms/switches 1. Replace as necessary g) Measure critical distances as recommended h) Inspect bolted electrical connections for high resistance using an approved method verifying tightness i) Verify fuse size and types are in accordance with drawings, short-circuit studies, and coordination study

Initials: M

Date: 5/5/2020

	j) Verify fuse holder has adequate mechanical support and contact integrity k) Verify operation and sequencing of interlocking systems l) Use appropriate lubrication on moving current-carrying parts and on moving and sliding surfaces m) Test for SF6 gas leaks IAW with manufactures data n) Perform resistance measurements through accessible bolted electrical connections with a low resistance ohmmeter o) Perform a contact-resistance test p) Perform insulation resistance test for one minute on each pole phase to phase and phase to ground with switch closed and access each open pole. Apply voltage IAW manufactures data q) Perform a dielectric withstand voltage test across each bottle with switch in the open position IAW with manufactures data r) Verify open and close operation from control devices
3.2.2 Produce an analysis report of all switches. All every year	An industry standard visual & mechanical inspection and evaluation of the transformers, to include an analysis of at least the following: a) Blades

Initials: _____

Date: 5/5/2020

	b) Switch mechanism, critical distances c) Voltage d) Current Rating e) Air Temperature f) Humidity g) Gas pressure h) Fuses i) Terminals j) Bolt connections
3.2.3 Clean and remove any contaminating materials from insulators. All every year	Switch shall be visibly clear of contaminating materials 98% of the time.
3.2.4 Recommend any required service and corrective actions. All every year	Recommendations based on the evaluation conducted in 3.2.1 include at least the following: 1) Switch Number 2) Date Tested 3) Manufacture 4) Serial Number 5) Switch Type 6) Test Date 7) Compare historical gas pressure levels to annotate any

Initials: AS

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	pressure loss 8) Remarks of issue findings 9) Recommended corrective action
3.3 Evaluate voltage relays.	Visual/mechanical every year
3.3.1 Visual Inspection All every year	a) Inspect relays and case for physical damage; b) Prior to cleaning the unit, perform as-found tests, if required; c) Clean the unit; d) Relay case; e) Tighten case connections. f) Inspect cover for correct gasket seal. g) Clean cover glass. h) Inspect shorting hardware connection paddles, and/or knife switches. i) Remove any foreign material from the case. j) Verify target rest. k) Relay; l) Inspect relay for foreign material, particularly in disk slots of the damping and electromagnets. m) Verify disk and contact clearance and spring bias. n) Inspect spiral spring convolutions. o) Inspect disk and contact for freedom of movement and

Initials: NA

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	correct travel. p) Verify tightness of mounting hardware and connections. q) Burnish contacts. r) Inspect bearings and/or pivots. s) Verify that all settings are in accordance with coordination study or setting sheet supplied by owner; t) Perform as-left tests. Primary injection testing is required for end-to-end testing. Secondary injection testing of only the relay is not adequate to determine proper system operation; u) Intervals for electromechanical relays;
3.3.2 Test and produce an analysis report of all voltage relays. 1/2 per year so that all are completed every 2 years	An industry standard test of the voltage relays, to include an analysis of at least the following: a) Time Overcurrent Pickup b) Time Overcurrent Delay c) Instantaneous Pickup d) Trip Angle Delay AQL: See Appendix 3 for acceptable quality levels at each voltage relay location.
3.3.3 Electromechanical Relay Test Intervals 1/2 per year so that all are	a) Contacts; b) Moving parts; c) Connections;

Initials: A

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completed every 2 years	d) Case and cover; e) Intervals for electronic relays;
3.3.4 Recommend any required service and corrective actions. All every year	Recommendations based on the evaluation conducted in 3.3.1 include at least the following: 1) Location 2) Manufacture 3) Serial Number 4) Date Tested 5) Inspectors Name 6) Test Results 7) Remarks overall condition 8) Pass or Fail 9) Remarks for corrective action 10) Equipment Used Documentation for Retest
3.4 Test capacitor bank vacuum breakers and reclosers.	
3.4.1 Test and produce an analysis report of all capacitor bank vacuum breakers and reclosers.	An industry standard evaluation of breakers and reclosers, to include an analysis of at least the following: a) Megger b) Ductor

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All every year	c) Bushings d) Connections
3.4.2 Clean and polish bushings all every year	
3.4.3 Recommend any required service and corrective actions. All every year	Recommendations based on the evaluation conducted in 3.4.1 include at least the following: 1) Location 2) Circuit 3) Inspectors Name 4) Date Tested 5) Serial Number 6) Model 7) Manufacture 8) Test Results 9) Pass or Fail 10) Remarks overall condition 11) Remarks for corrective action 12) Documentation for Retest
3.5 Test transformer differential relays.	

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3.5.1 Test transformer differential relays at substation location 1A and 1B (see Appendix 1). 1/2 per year so that all are completed within 2 years	An industry standard evaluation of differential relays, to include an analysis of at least the following: a) Relay settings b) Multiplies of Tap (MOT) c) Initial current injection value Wet connections and expected targets
3.5.2 Recommend any required service and corrective actions. All every year	Recommendations based on the evaluation conducted in 3.5.1, in reference to Appendix 6 and 7, to include at least the following: 1) Location (for example Transformer #1 or #2. 2) Manufacture 3) Serial Number 4) Date Tested 5) Inspectors Name 6) Test Results 7) Remarks overall condition 8) Pass or Fail 9) Corrective Action 10) Equipment Used d) Documentation for Retest
3.6 Perform grounding test.	
3.6.1 Test primary transformer	An industry standard grounding test, to include an analysis of at

Initials: HS

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grounding grids and pad mounts for resistance and integrity testing. All every year	least the following: a) Ground system resistance Ground path resistance at support structures, equipment enclosures, and neutral conductors.
3.6.2 Test primary transformer grounding grid All once every 2 years	a) Fall of potential every 2 years
3.6.2 Recommend any required service and corrective actions. All every year	Recommendations based on the evaluation conducted in 3.6.1 include at least the following: 1) Location 2) Date Tested 3) Inspector's Name 4) Measured results to earth and back to substation for secondary transformers. 5) Measured results to earth Primary Transformers. 6) Pass or Fail 7) Comments overall condition 8) Remarks for recommended corrective action 9) Equipment used
3.7 Inspect and clean battery	

Initials: AS

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banks.	
3.7.1 Evaluate battery banks. All Every year	An industry standard evaluation of battery banks, to include an analysis of at least the following: a) Battery charger operability b) Electrolyte levels Securely fastened connections
3.7.2 Perform in-service energized reading resistance test. All every year	An industry standard in-service energized reading resistance test, to include at least the following: a) Ambient temperature b) Float voltage measured at battery terminals c) Charger output current and voltage d) Pilot cell data a. Cell voltage b. Cell specific gravity and electrolyte temperature, corrected for temperature c. Electrolyte level e) All cell-to-cell and cell-to-terminal correction resistance f) Infrared readings
3.7.3 Perform out-service energized reading resistance test. All every year	An industry standard out-service energized reading resistance test, to include at least the following: a) Capacity load test assuring battery degradation has not gone

Initials: KS

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	past 85% of its life expectancy
3.7.4 Clean terminals and battery cell. All every year	
3.7.5 Recommend any required service and corrective actions All every year	Recommendations based on the evaluation conducted in 3.7.1 include at least the following: 1) Batteries a. Location b. Last Inspection Date c. Date of Inspection d. Year Installed e. Serial Number f. Instruction Manual Used g. Cell Size h. Number of Cells i. Ampere-Hours at Hour Rate j. Nominal specific gravity at 77 degrees F1 k. Nominal system float voltage l. Results from 18.4.1 m. Remarks Overall Condition n. Pass or Fail o. Corrective Actions p. Name of Inspector

Initials: AS

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	2) Battery Charger a. Designation b. Location c. Last Inspection Date d. Date of Inspection e. Year Installed f. Serial Number g. Instruction Manual Used h. Cell Size i. Cell Type j. Remarks overall condition k. Pass or Fail l. Corrective Actions m. Name of Inspector
3.8 Inspect and clean insulators.	
3.8.1 Inspect of insulators. All every year	An industry standard inspection of insulators, to include an analysis of at least the following: 1. Visible cracks.
3.8.2 Clean exposed insulators. All Every year	

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3.8.3 Recommend any required service and corrective actions. ½ per year so that all are completed every 2 years	Recommendations based on the evaluation conducted in 3.8.1 include at least the following: 1) Insulator(s) location 2) Overall condition 3) Pass or Fail 4) Recommended corrective action
3.8 Inspect substation structure, connections, joints, and supports.	
3.8.1 Inspect substation structure, connections, joints, and supports. All every year	An industry standard inspection of substation structure, connections, joints, and supports, to include an analysis of at least the following: a) Securely fastened hardware Surface preservation
3.8.2 Tighten connections, joints, and supports. All every year	b) AQL: Tighten components that are not severely rusted or require major repair.
3.8.3 Recommend any required service and corrective actions. All every year	Recommendations based on the evaluation conducted in 3.8.1 include at least the following: a) List of loose items b) List of areas needing preservation

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3.9 Lubricate and test breakers.	
3.9.1 Conduct HIPOT test of 15-GMI-500-1200 breakers listed in Appendix 4. ½ per year so that all every accomplished every 2 years	An industry standard HIPOT test of all 15-GMI-500-1200 breakers, to include an analysis of at least the following: a) Operating Mechanism b) Mechanism clearance c) Lubrication mechanism d) Barriers e) Condition of contacts f) Contact alignment g) Check Counter h) General internal condition i) Terminals and braids j) Inspect control wiring k) Racking mechanism l) Contact resistance Phase A, B, and C HIPOT test for Phase 1, 2, and 3. m) Insulation resistance test (MEGGER
3.9.2 Lubricate test breakers. All every year	
3.9.3 Recommend any required service and corrective actions.	Recommendations based on the evaluation conducted in 3.9.1 include at least the following:

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All every year	a) Circuit Number and Part Number b) Date c) Inspectors Name d) Item Checked e) Pass or Fail f) Documentation for Retest g) Comments of overall condition h) Documented Problems Recommended service, and corrective actions
3.10 Produce a cost breakdown of all identified deficiencies. All every year	i) Cost breakdown shall include costs for parts, materials, labor hours, labor rates, and equipment.
3.11 Full report All every year	a) Including all services, maintenance, corrective actions, recommended corrective actions, a revised base electrical system one-line diagram, and a full review of revised UFCs, NETA, NFPA NEC 70B, AFI, OSHA, NESC ANSI C2 and manufactures recommendations to ensure that all equipment is being maintained to updated standards. b) Report shall include IR photography per NETA & UFC standards at a minimum of: a. Main Xfmr #1 b. PSNH PTS & CTS

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	c. Recloser #1 d. Recloser #2 e. Station Service Xfmr f. Air Break Switch #1 g. Air Break Switch #2 h. Main Xfmr #2 c) Report shall include all pricing for repairs broken down by equipment item, labor, and all associated costs. Report submitted within 30 days of work completion.

Initials: RL

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Appendix 1 - Transformer Inventory

Transformer #	Location	Location Name	Manufacturer	Primary Voltage Configuration	Secondary Voltage Configuration	Oil Storage (gallons)	Serial
1	Substation	-	Virginia	34,500	13,800 Y	1,034	A63000A007-6600A
2	Substation	-	Virginia	34,500	13,800 Y	1,034	A63000A007-6600B
3	Bldg 257	Base Operations	RTE Corp.	13,800	208/120 Y	-	866005043
4	Bldg 256	Life Support	RTE Corp.	13,800	208/120 Y	-	866005193
5	Bldg 270	North Ramp	Cooper	13,800	480/277 Y	-	926001371
6	Bldg 253	Fuels Maintenance Hanger	RTE Corp.	13,800	208/120 Y	-	866005085
7	Bldg 253	High Expansion Foam Dedicated Transformer	Cooper	13,800	480/277 Y	-	0750013153
8	Bldg 253	Fuels Maintenance Hanger	Cooper	13,800	480/277 Y	-	1399
9	Bldg 254	Aircraft Maintenance Hanger	RTE Corp.	13,800	208/120 Y	-	866005087
10	Bldg 254	Aircraft Maintenance Hanger	RTE Corp.	13,800	208/120 Y	-	866005044
11	Bldg 254	Hangar Offices	Westinghouse	13,800	480/277 Y	-	89J544201
12	Bldg 160	DRBS Facility	Cooper	13,800	480/277 Y	-	926001291
13	Bldg 100	Wing Headquarters	Cooper	13,800	480/277 Y	-	
14	Base Water Tower	-	Cooper	13,800	208/120 Y	-	926001317
15	Alternate Guard Shack	-	RTE Corp.	13,800	208/120 Y	-	866005054

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16	Bldg 156	Simulator	ABB	13,800	480/277 Y	-	03J729109
17	Bldg 152	Base Gym	Cooper	13,800	208/120 Y	-	926001471
18	Bldg 145N	Communications/ROSC	General Electric	13,800	480/277 Y	-	P189662TVC
19	Bldg 157	Vehicle Maintenance	General Electric	13,800	480/277 Y	-	P189639TVC
20	Bldg 145S	MSG/Contracting/Services	General Electric	13,800	480/277 Y	-	Q110452-TOH
21	Flight Line Road	-	Cooper	13,800	480/277 Y	-	926001290
22	Bldg 146	Small Arms Range	Cooper	13,800	208/120 Y	-	926001293
23	Bldg 255	Medical Training Facility	Cooper	13,800	208/120 Y	-	926001306
24	Bldg 256	Base Supply	Cooper	13,800	208/120 Y	-	926001400
25	Bldg 251	Aircraft Maintenance Hangar	RTE Corp.	13,800	480/277 Y	-	866005047
26	Bldg 251	Aircraft Maintenance Hangar	RTE Corp.	13,800	208/120 Y	-	866005086
27	Bldg 252	Hangar	RTE Corp.	13,800	208/120 Y	-	866005089
28	Bldg 252	Hanger	RTE Corp.	13,800	480/277 Y	-	866005045
29	Bldg 245		Cooper	13,800	208/120 Y	-	926001289
30	Bldg 244	Security/Avionics	RTE Corp.	13,800	480/277 Y	-	866004805
31	Bldg 247	ATC/DLA/FAA	RTE Corp.	13,800	120/208 Y	-	866005041
32	Bldg 258	Hazmat Pharmacy	Cooper	13,800	120/208 Y	-	866005088
33	Bldg 249	AGE	RTE Corp.	13,800	480/277 Y	-	866005048
34	Bldg 165	Base Fuels	Cooper	13,800	480/277 Y	-	960012729
35	Bldg 244	Security/Avionics	RTE Corp.	13,800	120/208 Y	-	866005088

Initials: _____

Date: 5/5/2020

36	Bldg 255	Medical Training	Cooper	13,800	120/208	-	926001294
37	Bldg 243	Pease Fire Station	ABB	13,800	480/277	-	05J3922
38	Bldg 149	Multi-Purpose Facility	Cooper	13,800	480/277	-	0550018162
39	Bldg 264	Squadron Ops	Cooper	13,800	480/277	-	CP1250010439

Initials: RA

Date: 5/5/2020

Appendix 2 - Switch Inventory

Switch #	Name	Location	Serial
1	SF 6 Switch 1-5 Working Dog		
2	SF 6 Switch 2-14S	Bldgs. 145N, 157, 152, and 145S.	
3	SF 6 Switch 1-160	Bldgs. Fuels Storage and Bldg. 160.	
	SF 6 Switch 2-146	Bldgs. 146 and 270.	
	SF 6 Switch 2-257	Old North Ramp Lights and Bldg. 257	
	SF 6 Switch 3-256	Bldgs. 256 and 264.	
	SF 6 Switch 3-254	Bldg. 254 North and Apron Lights.	
	SF 6 Switch 3-253	Hangars 253 and 254	
	SF 6 Switch 4-251	Hangars 251 and 252	
	SF 6 Switch 4-247	Bldg. 247	
	SF 6 Switch 4-245	Bldgs. 244 and 245	
	SF 6 Switch 4-249	Bldg. 249	
	SF 6 Switch 4-258	Bldgs. 258, 260, and 262	
	SF 6 Switch 1-140	Bldg. 140 and Base Water Tower	

Initials: RS

Date: 5/5/2020

	SF 6 Switch 1-15	Bldg. 160	
	SF 6 Switch Bldg. 100,	Water Tower	

Appendix 3 – Voltage Relay Inventory

Location	Location Name	Model/Type	Primary Voltage Configuration	Secondary Voltage Configuration	Serial
		Undervoltage Relays 27-A	71V		SN UBD9620-003J
		Undervoltage Relays 27-B	71V		SN UBD9620-002J
		Undervoltage Relays 27-C	71V		SN UBD9620-001J
		Capacitor Bank #1 59N	20V		SN1455 R-G
		Capacitor Bank #2 59N	20V		SN1456 R-G.
		TX T1 34.5 kv Primary 51 PH1			SN17547 R-D
		TX T1 34.5 kv Primary 51 PH2			SN17581 R-D
		TX T1 34.5 kv Primary 51 PH3			SN17547 R-D
		TX T1 34.5 kv Primary 51N			SN17569 R-D
		Incoming Feeder #1 51 PH1			SN17560 R-D
		Incoming Feeder #1 51 PH2			SN17565 R-D
		Incoming Feeder #1 51 PH3			SN17559 R-D
		Incoming Feeder #1 51G			SN17580 R-D
		Incoming Feeder #1 67	13.8kV		SN639 R-G
		Feeder Breaker #1 50/51 PH1	13.8kV		SN17550 R-D

Initials: AJ

Date: 5/5/2020

		Feeder Breaker #1 50/51 PH2			SN17562 R-D
		Feeder Breaker #1 50/51 PH3			SN17555 R-D
		Feeder Breaker #1 50/51 PHN			SN17582 R-D
		Feeder Breaker #3 50/51 PH1			SN17552 R-D
		Feeder Breaker #3 50/51 PH2			SN17556 R-D
		Feeder Breaker #3 50/51 PH3			SN17549 R-D
		Feeder Breaker #3 50/51 PHN			SN17554 R-D
		TX T2 34.5 kv Primary 51 PH1			SN17567 R-D
		TX T2 34.5 kv Primary 51 PH2			SN17568 R-D
		TX T2 34.5 kv Primary 51 PH3			SN17566 R-D
		TX T2 34.5 kv Primary 51N			SN17579 R-D
		Incoming Feeder #2 51 PH1			SN17558 R-D
		Incoming Feeder #2 51 PH2			SN17577 R-D
		Incoming Feeder #2 51 PH3			SN17553 R-D
		Incoming Feeder #2 51 G			SN17572 R-D
		Incoming Feeder #2 51 G			SN638 R-D
		Feeder Breaker #2 50/51 PH1			SN17573 R-D
		Feeder Breaker #2 50/51 PH2			SN17570 R-D
		Feeder Breaker #2 50/51 PH3			SN17557 R-D
		Feeder Breaker #2 50/51 PHN			SN17551 R-D
		Feeder Breaker #4 50/51 PH1			SN17563 R-D

Initials: ND

Date: 5/5/2020

		Feeder Breaker #4 50/51 PH2			SN17571 R-D
		Feeder Breaker #4 50/51 PH3			SN17561 R-D
		Feeder Breaker #4 50/51 PHN			SN17564 R-D
		Feeder Breaker # 6 50/51 PH1	13.8kV		SN17578 R-D
		Feeder Breaker # 6 50/51 PH2			SN17575 R-D
		Feeder Breaker # 6 50/51 PH3			SN17548 R-D
		Feeder Breaker # 6 50/51 PHN			SN17576 R-D

Initials: RS

Date: 5/5/2020

Appendix 4 - Breaker Inventory

Breaker #	Location	Breaker Name	Manufacturer	Serial
1	Substation	Incoming Line Breaker #1		R-96374A-7
2	Substation	Incoming Line Breaker #2		R-96374A-1
3	Substation	Bus Tie Circuit Breaker		R-96374A-2
4	Substation	Feeder Breaker #1		R-96374A-3
5	Substation	Feeder Breaker #2		R-96374A-4
6	Substation	Feeder Breaker #3		R-96374A-5
7	Substation	Feeder Breaker #4		R-96374A-6
8	Substation	Feeder Breaker #6		R-96374A-8

Initials: _____

Date: 5/5/2020

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

The Contract Price:

1. The Department of Military Affairs and Veterans Services will pay the contractor a maximum total of $112,738.00 for a period of two (2) years, to include two (2) separate performance periods as follows:

	Performance Period End Date
Work Performance Period 1	September 30, 2020
Work Performance Period 2	June 30, 2021

2. This total contract shall not exceed $112,738.00 without an amendment and approval of the Governor & Executive Council

Method of Payment:

Payment will be made within 30 days after receipt of a proper invoice. Invoices shall be dated no later than 9/30/2020 for the 1st performance period, and 6/30/2021 for the 2nd performance period.

Invoices will be submitted by the Contractor to:

Department of Military Affairs and Veterans Services
Business Office (Attn: Accounting)
4 Pembroke Road
Concord, NH 03301-5607.

Terms of Payment:

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

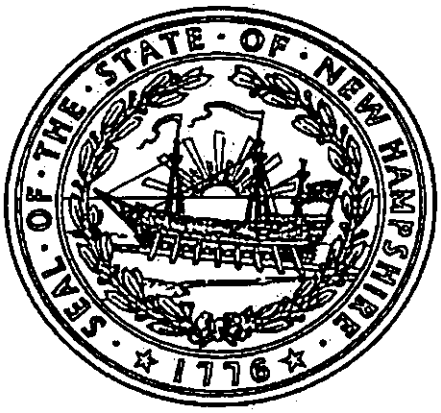
Initials: KD
Date: 5/5/2020

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 A C ELECTRIC CORP is a Maine Profit Corporation registered to do business in New Hampshire as A C ELECTRIC OF MAINE on November 23, 2015. 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: **735148**
Certificate Number: **0004908746**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6th day of May A.D. 2020.

William M. Gardner
Secretary of State

Corporate Bylaws

I, James Browne, hereby certify that I am duly elected Clerk/Secretary/Officer of AG Electric Corp. I hereby certify the following is a true copy of the

(Name of Corporation)

current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or Articles of Incorporation authorize the following officers or positions to bind the Corporation for contractual obligations

Rebecca H Sanborn, President & CEO

I further certify that the following individuals currently hold the office or positions authorized:

Rebecca H Sanborn, President & CEO

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation. This authority is valid as of May 5, 2020 and shall remain valid for thirty (30) days from May 5, 2020.

DATED: 5/5/2020 ATTEST: [signature]

(Name & Title)

Client#: 945236 ACELE1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/01/2020

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services, LLC
75 John Roberts Road, Building C
South Portland, ME 04106
855 874-0123

CONTACT NAME:
PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 877-775-0110
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Massachusetts Bay Insurance Comp	22306
INSURER B : Hanover Insurance Company	22292
INSURER C : Maine Employers Mutual Ins Co	11149
INSURER D : Allmerica Financial Benefit	41840
INSURER E :	
INSURER F :	

INSURED
A. C. Electric Corp.
PO Box 1508
Auburn, ME 04210

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ZDP881714009	07/01/2019	07/01/2020	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY			AWP877488209	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Drive Oth Car							$
B	X UMBRELLA LIAB / X OCCUR			UHP792747109	07/01/2019	07/01/2020	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$5,000,000
	DED / X RETENTION $0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1810074194	07/01/2019	07/01/2020	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This Certificate is issued for insured operations usual to A.C. Electric Corp.

CERTIFICATE HOLDER

Department of Military Affairs
and Veterans Services
4 Pembroke Road
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Todd

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SAM
SYSTEM FOR AWARD MANAGEMENT

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, 05/09/2020 from 8:00 AM to 1:00 PM

ALERT: CAGE is experiencing a high volume of entity registrations; processing time is currently exceeding the normal window of ten business days. Please respond promptly by email to the DLA CAGE Program if you are contacted for additional information to prevent further delays.

Search Results

Current Search Terms: AC Electric Corp*

Total records:0

Save PDF Export Results Print

Result Page:

Sort by Relevance Order by Descending

Your search for AC Electric Corp* returned the following results...

No records found.

Result Page:

Save PDF Export Results Print

GSA

IBM-P-20200424-1037
WWW6

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GSA.gov
USA.gov

Debarment
AC Electric.

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.

From: DAS: PRCHWEB
To: Godin, Ryan; DAS: PRCHWEB
Cc: Zayac, Erin
Subject: RE: Post RFB Mil Aff 01-20 for Transformers Preventative Maintenance for Pease ANG.
Date: Monday, April 6, 2020 12:52:59 PM

RFB DMAVS 2020-01 posted to website https://apps.das.nh.gov/bidscontracts/bids.aspx.
Please let me know if you need anything further.

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
Corrine.Tatro@das.nh.gov

From: Godin, Ryan <Ryan.Godin@nh.gov>
Sent: Monday, April 6, 2020 8:10 AM
To: DAS: PRCHWEB <PRCH.WEB@das.nh.gov>
Cc: Zayac, Erin <Erin.Zayac@nh.gov>
Subject: Post RFB Mil Aff 01-20 for Transformers Preventative Maintenance for Pease ANG.

Good morning Purchasing,

I have attached document for a bid posting. The closing date for the RFB which is 4/29/20 at 1:30 pm. Can you please have it available for April 6th before 4 PM.

Thanks for your help and support!

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.godin@nh.gov

Department of Administrative Services

Procurement and Support Services | Statewide Bids and Proposals

Dept. of Administrative Services | Procurement and Support Services

Contact Us

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.

Submitting A Bid

Search by Bid#:

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

Bid description contains: Transformer

Status/Bid Results: All

Closing Between Start: End:

Contact: All

Commodity Category contains:

Search Clear Fields

Indicates a NH Economic Stimulus Project

Export to Excel

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
thermostats transformers and v...	bid 279-07			11/2/2006	1:30pm	Awarded	Walsh, Michael	Electrical Apparatus and Suppl...
Transformer Maintenance	NHFA RFP 100-09			3/31/2008	9:00am	Contact	Haas, Richard	Services, Contractual
Transformer Replacement	Bid 572-11		Addendum 1	5/27/2011	1:30pm	Cancelled	Rhodes, Paul	ELECTRICAL Equip & Supp (EXCEP...
Dry Type Transformer	Bid 228-12			11/15/2011	1:30pm	Awarded	Rhodes, Paul	ELECTRICAL Equip & Supp (EXCEP...
Transformer - Supply & Install	Bid 100-13		Addendum 1	9/21/2012	3:30pm	Awarded	Rhodes, Paul	ELECTRICAL Equip & Supp (EXCEP...
Cannon Mountain Zoomer Chairli...	RFB DRED 2014-006			10/7/2013	4:00pm	Awarded	Slattery, Gareth	ELECTRICAL Equip & Supp (EXCEP...
Transformers Preventative Main...	RFB DMAVS 2020-01		Addendum 1	4/29/2020	1:30PM	Contact	Godin, Ryan	Equip MAINT, REPAIR, AND RELAT...

Department of Administrative Services | 25 Capitol Street | Concord, NH 03301

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May 1, 2020

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Fax (207) 782-6759
Tel (207) 784-7341

Bangor, Maine
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Fax (207) 945-0114
Tel. (207) 945-9487

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REPAIR AND ENGINEERING SERVICE COMPANY

BANGOR 1-800-339-9485 AUBURN 1-800-660-7341

To: Ryan Godin
Date: May 1, 2020
Re: AC Electric's credentials for electrical testing

AC Electric has been servicing electrical apparatus for New England business and industry since 1950. Beginning in the late 1980's, we began to offer testing, maintenance, and commissioning services on stationary electrical apparatus such as transformers, relays, breakers, and related gear. Our current engineering staff comprises of five (5) degreed field engineers, three (3) full-time engineering technicians and numerous other supporting personnel from our forty-four (44) person roster. As a factory authorized service facility for Siemens distribution gear, (and formerly for General Electric), and Yaskawa variable frequency drives, our engineers and technicians have participated in a wide variety of factory and other formalized training. In addition, we provide ongoing on-the-job training for the specific gear and requirements of our customers.

We follow the recommended practices of NETA for both maintenance and commissioning work unless specific OEM or customer supplied SOP's are available. Further, we follow the Unified Facilities Criteria (UFC) 3-550-07 standards when performing work for all Department of Defense projects. We have been a regular provider of these services at the Portsmouth Naval Shipyard for the last seventeen (17) years and Pease New Hampshire Air National Guard for three (3) years. We remain the on-call service provider for NH ANG CE, providing high voltage testing and maintenance services as needed. Other industries served include paper mills throughout New England and power generation facilities including natural gas, biomass, hydroelectric, and wind turbine facilities, as well as a large variety of other industries and facilities throughout the northeast.

We maintain and keep calibrated a vast array of test equipment, examples of which are: Doble power factor test set, (3) TTRs, (2) Omicron relay test sets, DC HiPotential testers at up to 75kV, VLF (Very Low Frequency) tester for cables up to 35kV, Power Quality Analyzers, Primary injection testers, numerous secondary injection test kits, battery test equipment, Meggers, Ductors, DMM's, Ammeters, and other smaller instruments. We also contract with Doble Laboratories to perform dissolved gas analysis and overall oil quality testing.

The following is the current composition of the Engineering Services Group at AC Electric:

Bryan Curit, Engineering Manager, Field Engineer
B.S.E.E., University of Southern Maine
17 years of shop and field experience
Training Highlights
Doble
AVO relay testing

Jay Smith, Assistant Engineering Manager, Field Engineer
B.S.E.E, University of Maine Orono
10 years of electrical experience
5 years of field experience
Factory authorized service provider for Yaskawa Drives
SF6 breaker specialist – certified in SF6 gas handling and SF6 switch & breaker maintenance

AC ELECTRIC CORP.

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BANGOR 1-800-339-9485 AUBURN 1-800-660-7341

Scott Eaton, Senior Engineering Technician
29 years of electrical experience
Training Highlights
GE low voltage gear
GE Power Break
GE Medium Voltage gear
Doble
Siemens RL/RLX low voltage switchgear
Siemens GM medium voltage switchgear

Isaac Smith, Field Engineer
B.S.E.E. University of Maine Orono
7 years of field experience
Specializes in Relay testing
Training Highlights
AVO Basic & Advanced protective relay maintenance

I trust that this is a satisfactory accounting of our credentials and capabilities, but if anything else is required, please do not hesitate to contact me at (207) 784-7341

Respectfully,

Jay Smith

Jay Smith
Assistant Engineering Manager