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State of New Hampshire

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

ROBERT L. QUINN
COMMISSIONER

RICHARD C. BAILEY, JR.
ASSISTANT COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

February 23, 2023

His Excellency, Governor Christopher Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Safety (DOS), Division of Homeland Security and Emergency Management (HSEM) to enter into a contract with Tidal Basin Government Consulting, LLC (VC# 393948-B001), 126 Business Park Drive, Utica, New York, to provide the State of New Hampshire a comprehensive COVID-19 Response After Action Report and Improvement Plan for an amount of $136,000.00. Effective upon Governor and Council approval through June 30, 2023. 100% Federal Funds

02-23-23-236010-26720000 Dept. of Safety - Homeland Sec-Emer. Mgmt. - ARPA Covid After Action Report

		SFY2023
103-502664	Contracts for Op Services	$136,000.00

EXPLANATION

This contract will provide The State of New Hampshire, Departments of Safety and Health and Human Services with a comprehensive COVID-19 Response After Action Report (AAR) and Improvement Plan (IP) which meets required Federal Homeland Security Exercise and Evaluation Program (HSEEP) guidelines. The AAR/IP is intended to assist the State in identifying ways to improve its Pandemic Emergency Response and Emergency Operations Center operations.

This AAR/IP will identify strengths and areas of improvement regarding processes, procedures, and capabilities related to the State of New Hampshire's response to the COVID-19 Pandemic, which began in January 2020. The state responded to the COVID-19 pandemic with a unified command structure, comprised of the state's Department of Safety, Department of Health and Human Services and the New Hampshire National Guard. The final AAR/IP will be made public when completed.

A Request for Proposals (RFP) was posted on the State's Administrative Services website from March 17, 2022, through April 27, 2022. There were a total of nine proposals received, which were evaluated and scored for technical merit by a five-person review panel. The technical scores were combined with the pricing score and Tidal Basin was selected as the highest scoring vendor.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

BID SUMMARY FOR REQUEST FOR PROPOSAL	
RFP # RFP DOS HSEM 2022-002	SERVICES BID:
DATE POSTED: 3/17/2022	DATE CLOSED: 4/27/2022

RFP SCORING SUMMARY

RFP CRITERIA	MAX # OF PTS.	TIDAL BASIN GOV'T CONSULTING COMPLIANT	BISON SIX EMERG GROUP COMPLIANT	IEM COMPLIANT
		$136,283.25	$105,450.00	$98,202.80
1. Understanding of the Project	5	4.2	3.0	1.6
2. Methodology Used for the Project	25	23.8	18.8	17.2
3. Management Plan for the Project	15	15	12.6	11.0
4. Experience and Qualifications	15	14.4	10.4	10.6
5. Base Contract Costs	40	28.82	37.25	40.0
TOTAL POINTS	100	86.22	82.05	80.4

DEFINITIONS OF EACH SCORING CRITERIA

1. Understanding of the Project – Has the Vendor demonstrated a thorough understanding of the purpose and scope of the project, including deliverables and time schedule
2. Methodology Used for the Project – How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP. Is their timeline feasible and achievable.
3. Management Plan for the Project – Does the management plan support all the project requirements and logically lead to the deliverables required in the RFP. Is it feasible, does it indicate a stakeholder engagement plan and tools to keep the timeline on schedule
4. Experience and Qualifications – Is there subject matter expertise represented in all three of the subject areas (Homeland Security/Emergency Management, Health & Human Services, Military Support. Does the Vendor indicate expertise regarding Homeland Security Exercise and Evaluation Program, FEMA Core Capabilities, Public Health Emergency Preparedness (PHEP) capabilities, and Hospital Preparedness Program (HPP) capabilities.
5. Base Contract Costs – Total costs

EVALUATION COMMITTEE MEMBERS AND QUALIFICATIONS	
NAME AND POSITION TITLE OF EVALUATOR	EVALUATOR'S QUALIFICATIONS
Stephanie Locke DHHS - SNS Coordinator	Stephanie played a major role in DHHS' response to COVID-19
Lyndsey Fleming NHNG - Major	Major Fleming was a crucial part of NH National Guard's COVID-19 response efforts in both the SEOC and at the NG's JOC.
Robert Christensen HSEM - Preparedness & Response Chief	Robert was a key member of HSEM's COVID-19 response team
Adnela Alic DHHS – Administrator III	Adnela played a major role in DHHS' response to COVID-19
Jeffrey Jordan NHNG – 1st LT	1LT Jordan was a crucial part of NH National Guard's COVID-19 response efforts in both the SEOC and at the NG's JOC.

BID SUMMARY FOR REQUEST FOR PROPOSAL	
RFP # RFP DOS HSEM 2022-002	SERVICES BID:
DATE POSTED: 3/17/2022	DATE CLOSED: 4/27/2022

RFP SCORING SUMMARY

RFP CRITERIA	MAX # OF PTS.	HAGERTY CONSULTING COMPLIANT	WITT O'BRIEN'S NON-COMPLIANT	ALL CLEAR EM GROUP NON-COMPLIANT
		$227,021.51	$279,520.00	$345,000.00
1. Understanding of the Project	5	3.4	1.8	3.2
2. Methodology Used for the Project	25	22.2	18.8	20.2
3. Management Plan for the Project	15	11.6	11.2	9.4
4. Experience and Qualifications	15	13.8	11.6	11.8
5. Base Contract Costs	40	17.3	14.05	11.39
TOTAL POINTS	100	68.30	57.45	55.99

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BID SUMMARY FOR REQUEST FOR PROPOSAL	
RFP # RFP DOS HSEM 2022-002	SERVICES BID:
DATE POSTED: 3/17/2022	DATE CLOSED: 4/27/2022

RFP SCORING SUMMARY

RFP CRITERIA	MAX # OF PTS.	EM PARTNERS NON-COMPLIANT	DCMD PARTNERS NON-COMPLIANT	PUBLIC CONSULTING GROUP NON-COMPLIANT
		$319,424.00	$497,900.00	$499,000.00
1. Understanding of the Project	5	2.2	1.8	3.4
2. Methodology Used for the Project	25	20.8	17.8	16.8
3. Management Plan for the Project	15	8.2	10.6	8.8
4. Experience and Qualifications	15	12.4	13.0	13.4
5. Base Contract Costs	40	12.3	7.89	7.87
TOTAL POINTS	100	55.9	51.09	50.27

DEFINITIONS OF EACH SCORING CRITERIA

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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 Safety Division of Homeland Security and Emergency Management		1.2 State Agency Address 33 Hazen Drive Concord, NH 03301	
1.3 Contractor Name Tidal Basin Government Consulting, LLC		1.4 Contractor Address 126 Business Park Drive Utica, NY 13502	
1.5 Contractor Phone Number 949-533-0390	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2023	1.8 Price Limitation $136,000.00
1.9 Contracting Officer for State Agency Matthew Hotchkiss, Administrator II HSEM		1.10 State Agency Telephone Number 603-223-3624	
1.11 Contractor Signature SMurphy Date: 02.06.23		1.12 Name and Title of Contractor Signatory Stephanie Murphy, VP	
1.13 State Agency Signature Date: 2/27/23		1.14 Name and Title of State Agency Signatory Steven R. Lavoie, Director of Administration	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On: 3/7/23			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

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Date 02.06.23

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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EXHIBIT A: SPECIAL PROVISIONS

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

1.1 Vendor Primary Program Contact:

Stephanie Murphy — (949) 533-0390
Name — Phone Number

smurphy@tidalbasin.rphc.com
Email Address

1.2 State Primary Program Contacts:

Program:

Robert Buxton — 603-223-3615
Name — Phone Number

Robert.M.Buxton@dos.nh.gov
Email Address

Financial:

Matthew Hotchkiss — 603-223-3624
Name — Phone Number

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

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

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

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

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

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

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

3.0 Clean Air Act

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

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

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

4.0 Federal Water Pollution Control Act

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

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

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

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5.0 Suspension and Debarment

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

5.2 The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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

5.4 The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

7.0 Access to Records.

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT B: SCOPE OF SERVICES

1. **Introduction**
   The Contractor shall provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Safety and Department of Health and Human Services, a comprehensive COVID-19 Response After Action Report (AAR) and Improvement Plan (IP) which meets required federal Homeland Security Exercise and Evaluation (HSEEP) Program guidelines. The AAR/IP in intended to assist the State in identifying ways to improve its Pandemic and Emergency Response operations.

2. **Project Overview**
   The process shall include a review of preparedness and response activities through a four-phased process.
   - **Phase I: Project Initiation Overview**
     - During Phase 1, Project Initiation, the Contractor will work with the State to launch the project and establish the State of New Hampshire project management team (PMT). The Contractor will conduct multiple meetings including the PMT Meeting and Stakeholder Kickoff Meeting. They will also develop and finalize the Project Work Plan to capture relevant objectives, deliverables, deadlines, and reporting guidelines in one (1) location. The Contractor will establish a secure project team collaboration platform using Microsoft SharePoint/Teams which will serve as a document repository and space to share information throughout the project.
     - Additionally, the Contractor will compile the strategic observations related to the SEOC and partner actions during the COVID-19 response to include internal response and coordination, support to staff, engagement with stakeholders and partners, and statewide interaction during this phase.
   - **Phase I: Project Imitation Deliverables:**
     - Project Management Team Meeting – Within two (2) weeks from contract signing
       - Draft/Final meeting agenda
       - Meeting materials
       - Draft/Final meeting notes – Provided within five (5) business days of PMT Meeting
     - Project Work Plan and Timeline
       - Draft Project Work Plan and Timeline – Provided before PMT Meeting
       - Final Project Work Plan and Timeline – Provided within five (5) business days following PMT Meeting
     - Establish Microsoft SharePoint/Teams Project Website
       - Activate platform and provision access to the PMT and other identified stakeholders
     - Stakeholder Kickoff Meeting
       - Kickoff Meeting materials (sign-in sheet, agenda, PowerPoint, handouts, etc.)
   - **Phase II: After Action Interviews, Surveys, and Documentation Review**
     - The contractor will shall review all applicable plans that were in place/activated during the incident and any operational materials that were utilized to obtain information that can contribute to the after action process, after action review report, and the implementation plan. These documents to review include, but may not be limited to:
       - Situational Reports

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        - Incident Action Plans
        - Operational Plans
        - Governor's Reports
        - Mass Fatality Incident Plans
        - WebEOC entries
        - Logs from participating Emergency Operations Centers and other operational facilities
    - The findings from this review will be incorporated into the after action review at the appropriate time. However, a draft of this section of the after action review report is a deliverable under this task. This section should detail best practices and identified gaps from the documentation review. The findings from this review must also be interwoven into the after action review where appropriate.
    - The contractor will then coordinate and facilitate after action interviews and/or surveys
      with internal and external agencies, organizations, and other stakeholders involved in the response. The interviews can be in person or virtual. The after-action interviews will include, but are not limited to, the following areas as appropriate:
        - Common preparedness and response issues
            - Emergency Operations Center (EOC) operations
            - Healthcare/Hospital support
            - Call Centers
            - Epidemiology Surveillance and Investigation
            - Laboratory/Testing
            - Epidemiology/Contact Tracing
            - Vaccine Management and Distribution
            - Logistics
- **Phase II: Deliverables**
    - Documentation Review
        - Review documents as detailed above
        - First draft of the documentation review section of the AAR Report
    - Interviews/Surveys
        - Direct scheduling of interviews with stakeholders
        - Draft interview/survey questions for each interview
        - Final interview/survey questions for each interview
        - Conduct interviews or surveys with stakeholders
        - Documented notes from each interview session
- **Phase III: AAR Report and Improvement Plan Development**
    - The Contractor will develop an annotated outline for the State project manager to approve. Upon approval of the outline, the selected vendor will develop an initial draft, in alignment with the agreed upon timeline, and not later than 30 days after completion of interviews. The successful vendor will follow up with interviewees for any corrections, clarifications, and additional feedback necessary. The AAR will be finalized through incorporation of the corrections, clarifications, and other feedback provided by stakeholders, interviewees, the State of New Hampshire Department of Safety, Department of Health and Human Services, and National Guard.
    - The Contractor acknowledges that there may be significant public and media interest in the findings of the report. If desired by the State, the selected vendor will develop

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both a public version and a "For Official Use Only" version of the AAR. The final Draft AAR Report will be submitted to the State for final review and comment. The State's final comments will be provided within fifteen business days of receipt of the final Draft AAR Report.

- **Phase III: Deliverables**
  - AAR outline, delivered electronically
  - Draft 1 AAR, delivered electronically
  - Conduct meeting with PMT
    - Meeting Agenda
    - PowerPoint Presentation
    - Meeting Materials
  - Draft 2 AAR Report
  - Conduct after action conferences with stakeholders/functional groups
    - Meeting coordination and notification for each conference
    - Meeting agenda for each conference
    - PowerPoint presentation for each conference
    - Meeting materials for each conference
  - Draft 3 AAR Report
  - Final Draft AAR Report
- **Phase IV: Presentation of Final AAR/IP**
  - The Contractor will conduct a meeting with the State and other key leadership to present and conduct a final review of the Final Draft AAR/IP. The vendor will incorporate feedback received from the meeting and finalize the AAR/IP.
  - Upon incorporation of any revisions to the final draft, the Contractor shall submit the final report electronically to the State within seven to ten business days.
- **Phase IV: Deliverables**
  - Presentation
    - Draft Meeting Agenda
    - Final Meeting Agenda
    - PowerPoint Presentation
    - Meeting Materials
  - Electronic version of FINAL AAR/IP

3. **Effective Date**

Effective Date of Agreement: Upon Governor and Executive Council Approval

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EXHIBIT C: PAYMENT TERMS

1. The contractor agrees that the total payment by the State under this contract will not exceed $136,000.00.
2. Upon completion of the services set forth in EXHIBIT B, the State will pay to the Contractor the follows:
    a. The Contractor shall provide the State with an itemized invoice of the charges upon completion of each phase the project.
    b. 5% retainage will be held back on the final payment until completion and acceptance of the overall final AAR/IP.
3. Upon receipt of a properly documented invoice for the completed phase, and the State's approval of such invoice, the State will pay each invoice within thirty (30) days of approval.
4. Funding is available in the SFY23 budget as follows:

02-23-23-236010-2672000 Dept. of Safety – Homeland Security & Emergency Mgmt - ARPA Covid After Action Report

103-502664 Contracts for Operational Services	$136,000.00

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State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TIDAL BASIN GOVERNMENT CONSULTING, LLC is a District Of Columbia Limited Liability Company registered to transact business in New Hampshire on August 28, 2020. 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: **850104**
Certificate Number: **0006073481**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of January A.D. 2023.

David M. Scanlan
Secretary of State

Certificate of Authority # 2 *(Corporation or LLC - Contract Specific, date specific)*

Corporate Resolution

I, Maria E Suppa, hereby certify that I am duly elected Clerk/Secretary of
(Name)
Tidal Basin Government Consulting, LLC. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation or LLC)

a meeting of the Board of Directors/shareholders, duly called and held on June 1, 20 22

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Stephanie Murphy - Vice President is duly authorized to enter a
(Name and Title)

contract on behalf of idal Basin Government Consulting, LLC with the
(Name of Corporation or LLC)

NH Homeland Security & Emergency Management State of New Hampshire and further is
(Name of State Agency)

authorized to execute any documents which may in his/her judgment be

desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the January 25, 20 23. 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 to the specific contract indicated.

DATED: January 25, 2023 **ATTEST:** Maria E Suppa / Secretary
(Name & Title)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/9/2023

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
Gilroy Kernan & Gilroy
210 Clinton Rd
New Hartford NY 13413

CONTACT NAME:
PHONE (A/C, No, Ext): 315-768-8888 FAX (A/C, No): 315-768-8600
E-MAIL ADDRESS: Service@gkgrisk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Co.	20281
INSURER B : Westchester Fire Insurance Co	10030
INSURER C : ACE American Ins Co	22667
INSURER D : Crum & Forster Insurance Company	44520
INSURER E :	
INSURER F :	

INSURED
Tidal Basin Government Consulting LLC
126 Business Park Drive
Utica NY 13502

RISIPHO-02

COVERAGES CERTIFICATE NUMBER: 203957845 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	Y		36062962	6/1/2022	6/1/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			73618689	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	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)	$
								$
A	X UMBRELLA LIAB X OCCUR			78185002	6/1/2022	6/1/2023	EACH OCCURRENCE	$ 20,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 20,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7176-83-24	6/6/2022	6/6/2023	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	E&O			G27459298 008	6/1/2022	6/1/2023	E&O	5M/5M
C	Cyber			F146124395	12/18/2022	12/18/2023	Cyber	5M/5M
D	Excess Cyber			EOL239537	12/18/2022	12/18/2023	Excess Cyber	5M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NH Department of Health and Human Services is included as additional insured with respect to the General Liability as required by written contract per the terms and conditions on the policy

CERTIFICATE HOLDER

NH Department of Health and Human Services
129 Pleasant Street
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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