0 JUN13'23 AM11:27 RCV

100 mkc

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 26, 2023

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 authorization to exercise its first contract renewal option with Northeast Archaeology Research Center, Inc. (VC #225111), Farmington, ME for cultural resources services, by increasing the price limitation by $60,000 from $60,000 to $120,000 and extending the completion date from June 30, 2023 to June 30, 2024 effective upon Governor and Council approval. The original contract was approved by Governor and Council on September 21, 2022, item #44. **100% Federal Funds.**

Funds are anticipated to be available in the following account for Fiscal Year 2024:

02-12-12-120010-22620000 – Military Affairs and Veterans Services – Environmental

State Fiscal Year	Class / Account	Class Title	Budget
2023	102-500731	Contracts for Program Services	$ 60,000.00
2024	102-500731	Contracts for Program Services	$ 60,000.00
		Total Contract Cost:	$ 120,000.00

EXPLANATION

The Department has an ongoing need of cultural resources services including, but not limited to, Phase 1A/1B archaeological surveys, historic building surveys, historic property monitoring, Native American consultation meetings (coordination and facilitation) and geographic information systems data development. These services are required in accordance the National Historical Preservation Act, Titles 16 and 54 of the U.S.C., Army Regulation 200-1 and DOD policies in support of the New Hampshire Army National Guard cultural resources program. Information acquired from these services will be used to support continued military training, reviews of proposed actions and future modernization and development of DMAVS facilities.

The Department solicited for these services by placing a Request for Proposal (RFP) on the State of New Hampshire Bureau of Purchase and Property website on July 15, 2022. Four vendors were notified on July 18, 2022 that the RFP had been posted. Northeast Archaeology Research Center was the only qualified vendor to submit a response to the RFP. The contract was for an initial period from G&C approval through June 30, 2023 with the option for two additional one-year renewals to be negotiated and mutually agreed upon between both parties. This amendment is for the execution of the first renewal option.

Funds used to pay for this project are provided to the Department by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire Army National Guard. The cost of this contract shall be reimbursed to the State by the Federal government at a rate of 100%. If Federal Funds are not available, General Funds will not be requested to support this contract. The contract has been approved for form, substance and execution by the Attorney General's Office.

Respectfully submitted,

DAVID J. MIKOLAITIES
Major General, NH National Guard
The Adjutant General

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

AMENDMENT 1

This Amendment to the Cultural Resources Services contract is by and between the State of New Hampshire, Department of Military Affairs and Veterans Services ("State" or "Department") and Northeast Archaeology Research Center, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 21, 2022 (Item #44), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the Parties agree to extend the Completion Date, increase the Price Limitation, and modify the Contract documents as further specified herein; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify Form P-37 General Provisions, Block 1.7, Completion Date to read:
   "June 30, 2024"

2. Modify Form P-37 General Provisions, Block 1.8, Price Limitation to read:
   "Not to Exceed $120,000.00"

3. Modify Exhibit A, Special Provisions by removing Provision 3, Paragraph 2 in its entirety.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023 or upon the date of Governor and Executive Council approval, whichever is later.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

NORTHEAST ARCHAEOLOGY RESEARCH CENTER, INC.

5/26/2023
Date

Signature
Name: Robert Bartone
Title: President

DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

5/26/2023
Date

Signature
Name: Erin Zayac
Title: Administrator of Business Operations

The aforesaid Amendment, having been reviewed by this Office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

05/31/2023
Date

Signature
Name: Mark W. Dell'Orfano
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____
Date of Meeting

OFFICE OF THE SECRETARY OF STATE

_____
Date

Signature
Name: _____
Title: _____

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 NORTHEAST ARCHAEOLOGY RESEARCH CENTER, INC. is a Maine Profit Corporation registered to transact business in New Hampshire on April 20, 2009. 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: **612487**

Certificate Number: **0006237624**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of May A.D. 2023.

David M. Scanlan

Secretary of State

Certificate of Authority #3 *(Limited partnership, Limited liability professional partnership or LLC)*

Limited Partnership or LLC Certification of Authority

I, Gemma-Jayne Hudgell, **hereby certify** that I am a Partner, Member or
(Name)

Manager and an Officer of Northeast Archaeology Research Center, Inc. a limited liability partnership
(Name of Partnership or LLC)

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

I certify that Robert Bartone is duly authorized to bind the partnership or
(Name)

LLC to enter into contracts or agreements on behalf of Northeast Archaeology Research Center, Inc.
(Name of Partnership or LLC)

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

DATED: 5/26/23 **ATTESTOR:** [signature]

NAME: Gemma-Jayne Hudgell

TITLE: Assistant Director/Secretary

NORTARC-01

DBATES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/31/2023

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
United Insurance - Farmington
166 Main Street
Farmington, ME 04938

CONTACT NAME:
PHONE (A/C, No, Ext): (207) 778-5282 FAX (A/C, No): (207) 778-9453
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Acadia Insurance Company	31325
INSURER B : Maine Employers Mutual Insurance Co	11149
INSURER C : Hanover Ins Co	22292
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Northeast Archaeology Research Center
382 Fairbanks Road
Farmington, ME 04938

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							
	CLAIMS-MADE X OCCUR			ADV5335791-15	2/25/2023	2/25/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							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						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			CAA5335796-15	2/25/2023	2/25/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X 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			ADV5335791-15	2/25/2023	2/25/2024	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		1810090603	2/26/2023	2/26/2024	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
C	Professional Liab			LHPA249991	3/23/2023	3/23/2024	Deductible: $5,000	1,000,000

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

CERTIFICATE HOLDER

State of New Hampshire
Department of Military Affairs & Veteran Services
1 Minuteman Way
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

SAM.GOV

NORTHEAST ARCHAEOLOGY RESEARCH CENTER, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
N9DWD7LLCQB1	**5AM59**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jan 12, 2024**	
Physical Address	Mailing Address	
382 Fairbanks RD **Farmington, Maine 04938-5762** **United States**	**382 Fairbanks Road** **Farmington, Maine 04938-5762** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Maine 02	**Maine / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jan 16, 2023	**Jan 12, 2023**	**May 12, 2009**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Dec 29, 2008	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Subchapter S Corporation**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**5AM59**

Points of Contact

Electronic Business

Robert N Bartone, President	**382 Fairbanks Road Farmington, Maine 04938 United States**
ROBERT N Bartone, Vice-President	382 Fairbanks Road Farmington, Maine 04938 United States

Government Business

Robert N Bartone, President	**382 Fairbanks Road Farmington, Maine 04938 United States**
ROBERT N Bartone, Vice-President	382 Fairbnaks Road Farmington, Maine 04938 United States

Past Performance

Hutch M McPheters, Vice President	**382 Fairbanks Road Farmington, Maine 04938 United States**

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541690**	**Other Scientific And Technical Consulting Services**
	541620	**Environmental Consulting Services**
	541720	**Research And Development In The Social Sciences And Humanities**
	541990	**All Other Professional, Scientific, And Technical Services**
	712120	**Historical Sites**

Product and Service Codes

PSC	PSC Name
B503	**Special Studies/Analysis- Archeological/Paleontological**

Disaster Response

This entity does not appear in the disaster response registry.

G & C 9-21-22
ITEM # 44

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

September 6, 2022

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 Northeast Archaeology Research Center, Inc. (vendor code #225111), 382 Fairbanks Road, Farmington, NH 04938, in the amount not to exceed $60,00.00 for cultural resources services, with two renewal options for one-year periods each, effective upon Governor and Council approval through June 30, 2023. **100% Federal Funds.**

Funds are available in the SFY 2023 operating budget as follows:
02-12-12-120010-22620000 – Military Affairs and Veterans Services – Environmental

	Class	Account	FY 2023
Contracts for Program Services	102	500731	$ 60,000.00

EXPLANATION

The Department has need of various cultural resources services including, but not limited to, Phase 1A/1B archaeological surveys, historic building surveys, historic property monitoring, Native American consultation meetings (coordination and facilitation) and geographic information systems data development. These services are needed to meet the requirements of the National Historic Preservation Act, Army Regulation 200-1 and DOD policies in support of the New Hampshire Army National Guard cultural resources program.

The Department of Military Affairs and Veteran Services solicited for these services by placing a Request for Proposal (RFP) on the State of New Hampshire Bureau of Purchase and Property website on July 15, 2022. Four (4) vendors were notified on July 18, 2022 that the RFP had been posted. Northeast Archaeology Research Center was the only qualified vendor to submit a response to the RFP. This contract is for an initial period from G&C approval through June 30, 2022 with the option for two, one-year renewals to be negotiated and mutually agreed upon between both parties; the Department of Military Affairs and Veterans Services and Northeast Archaeology Research Center, Inc.

The Federal Funds to pay for this project are provided to the Department of Military Affairs and Veterans Services by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire Army National Guard. The cost of this contract shall be reimbursed to the State by the Federal government at a rate of 100%. If Federal Funds are not available, General Funds will not be requested to support this contract.

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

Respectfully submitted,

DAVID J. MIKOLAITIES
Major General, NH National Guard
The Adjutant General

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

RFP Summary

RFP #: DMAVS 2023-03
Name of RFP: Cultural Resources Services

Number of Responses to RFP: 1

Contractor	Proposal Score	Rank
Northeast Archaeology Research Center, Inc.	**89**	**A**

The resulting contract was awarded to Northeast Archaeology Research Center, Inc. The company meets the criteria established in the RFP.

Evaluation Panel Background

Z.B. – State Environmental Supervisor with the Department of Military Affairs and Veterans services for 27 years in various positions and over 31 years of experience. He has a Bachelor Degree in Natural Resources Studies and Masters in Resource Management and Administrations. He has experience with cultural resources management, natural resource management, environmental compliance programs, and supporting state contracting procedures for the department.

K.O. – Environmental Compliance Specialist with Department of Military Affairs and Veteran Services for 6.5 years. She has a Bachelor's Degree in Environmental Science. She has 12 years of previous experience with environmental restoration and contracting and grant review and implementation for a county agency in Florida. She has experience conducting compliance inspections, air quality permitting, and contract bid submissions. She has just been hired to be our new Environmental Analyst who will manage our Cultural Resources Program.

M.B. – Cultural Resources Assistant with the Department of Military Affairs and Veterans Services for 1 month. She has a Bachelor Degree in Wildlife Conservation and Biology. She has 2.5 years of experience in wildlife conservation, lab experience and field research and provides an alternate viewpoint to evaluate the proposals.

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 Northeast Archaeology Research Center, Inc. (VC#225111)		1.4 Contractor Address 382 Fairbanks Road Farmington, ME 04938	
1.5 Contractor Phone Number (207) 860-4032	1.6 Account Number 010-012-2262-102-500731	1.7 Completion Date June 30, 2023	1.8 Price Limitation Not to exceed $60,000.00
1.9 Contracting Officer for State Agency Erin M. Zayac		1.10 State Agency Telephone Number (603) 225-1361	
1.11 Contractor Signature Date: 8/17/2022		1.12 Name and Title of Contractor Signatory Robert N. Bartone, President	
1.13 State Agency Signature Date: 8/19/2022		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: On: 8/25/2022			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date: SEP 21 2022			

Secretary of State

Initials: RNB
Date: 8/17/2022

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.

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"):

Initials: RNB
Date: 8/17/2022

8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.
8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Initials: RNB
Date: 8/17/2022

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.

Initials: RNB
Date: 8/17/2022

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

EXHIBIT A
SPECIAL PROVISIONS

SUBJECT: Cultural Resources Services

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.

Initials: RNB
Date: 8/17/2022

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

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

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

4. The Contractor shall be responsible to correct, at his own cost and expense, defective work, or damaged property when defects and damage are caused by the Contractor's employees, equipment or supplies. The Contracting Officer may withhold all, or part of, payments due to the Contractor until defective work or damaged property caused by the Contractor, his employees, equipment or materials, is placed in satisfactory condition

5. **General Provisions** are amended as follows:

   a. **Provision 7. PERSONNEL sub-part 7.2:** after "who is a State employee or official," add the following:

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

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

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

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

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

Initials: RNB
Date: 8/17/2022

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

Initials: RWB
Date: 8/17/2022

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

Drug-Free Workplace.

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.

Initials: RNB
Date: 8/17/2022

3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

Use of United States Flag Carriers.

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

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

Debarment and Suspension.

Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12698, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded for or ineligible for participation in Federal assistance programs or activities. The State complies with the DOD implementation of 2 CFR part 180 (at 2 CFR Part 1125) by checking the Excluded Parties List System (EPLS) at www.sam.gov 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.

The Infrastructure Investment and Jobs Act ("IIJA") Pub. L. No. 117-58, which includes the Build America, Buy America Act ("the Act"). Pub. L. No. 117-58, §§ 70901-52.

The Act strengthens Made in America Laws and will bolster America's industrial base, protect national security, and support high-paying jobs. The Act requires that the head of each Federal agency

Initials: RNB
Date: 8/17/2022

shall ensure that "none of the funds made available for a Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Use of iron, steel, manufactured products, and construction materials used under the terms of this agreement must be produced in the United States.

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.

Initials: RNB
Date: 8/17/2022

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

EXHIBIT B
SCOPE OF SERVICES

SUBJECT: Cultural Resources Services

1.0 GENERAL

The Contractor will provide all labor, materials, equipment, supplies, and transportation needed to perform Cultural Resources Services as further specified and as may be requested in future years.

2.0 CONFIDENTIALITY

Per NH RSA 227-C:11, information which may identify the location of any archaeological site shall be treated with confidentiality to protect the resource from unauthorized field investigations and vandalism. All information referenced herein regarding the location of recorded archaeological sites and archaeologically sensitive resources shall be kept confidential in compliance with NH RSA 227-C:11.

3.0 CONTRACT PERIOD

The initial term for this contract shall be from Governor and Executive Council (G&C) approval through June 30, 2023. The option for two, one-year renewals will be at the sole discretion of the Department based upon satisfactory execution of the contract to that point. All renewals will be contingent upon available funding and G&C approval.

4.0 PRIMARY CONTACT

The Contractor will report to and work in conjunction with a DMAVS Primary Contact as designated by the Department. The initial Primary Contact will be Zachary Boyajian, NHARNG Alternate Cultural Resources Program Manager:

New Hampshire Department of Military Affairs and Veterans Services
NGNH-FMO-ENV (ATTN: Zachary Boyajian)
1 Minuteman Way
Concord, NH 03301-5607
(603) 225-1211
zachary.l.boyajian.nfg@army.mil

The Department reserves the right to appoint an alternate Primary Contact to assist in managing this contract. The Contractor will be provided with the alternate Primary Contact's email address, telephone number, and mailing address in the event an alternate is needed.

Initials: RWB
Date: 8/17/2022

5.0 LIST OF PROJECT TYPES

5.1 Phase IA/IB and Phase II Archaeological Surveys

The Department expects to have archaeological surveys performed on one or more properties during the term of this contract. Phase IA archaeological surveys will be conducted as needed to determine if there are any archaeologically sensitive resources located on new properties that have been purchased by DMAVS. Phase IB surveys will be conducted on those properties that have been determined to have archaeological sensitivity. Phase II survey may be needed to determine eligibility for listing on the National Register of historic places.

5.2 Coordination/Facilitation of Native American Tribal Consultation Meetings

The Department has been consulting with the Penobscot Nation since 2010, and the Aroostook Band of Micmacs since 2013. Additional federally recognized tribes may express interest in federal undertakings supporting the New Hampshire Army National Guard and required the same government-to-government consultation. The Tribal Historic Preservation Officers (THPOs) for these two (2) tribes must be contacted as early as possible once a Section 106 undertaking has been identified. The Contractor will provide services to arrange, coordinate, and facilitate a Native American Tribal Consultation meeting.

5.3 Historic Building Surveys

The Department currently owns properties throughout the state with buildings that are approaching or over 50 years of age; and may purchase new properties in the future that contain building(s) of such age. In compliance with 36 CFR 800.4 (c)(2) and New Hampshire RSA 227-C:9, the Adjutant General (TAG) is required to take into account the effects of undertakings on historic resources. Accordingly, a Historic Building Survey and evaluation of the above-referenced buildings must be completed to determine if they possess sufficient historic integrity to convey significance and associations that would make them eligible for nomination and/or listing on the National Register of Historic Places (NRHP), through application of the NRHP criteria in 36 CFR 60.4.

5.4 Historic Property Monitoring

The Department has two recorded archaeological sites where historic property monitoring will be required. It may also be necessary to monitor future undertakings that have the potential to impact DMAVS historic properties. All monitoring activities must be conducted under the direct supervision of a person or persons meeting, at a minimum, the Secretary of the Interior's Professional Qualification Standards for Archaeology.

5.5 Requests for Project Review (RPR) to NH Division of Historic Resources/Section 106 Submission

Initials: RNB
Date: 8/17/2022

The Department may have need to develop RPRs for federal and state undertakings to comply with Section 106 of the National Historic Preservation Act and New Hampshire RSA 227-C:9. Details on the RPR process can be found at Review & Compliance, New Hampshire Division of Historical Resources (nh.gov). In addition to the preparation of the RPR, the contractor shall prepare a submission memorandum following the Army National Guard template or existing DMAVS examples.

5.6 Geographic Information System (GIS) Data Development

The Department requires development of GIS data to support archaeological services. All GIS data developed shall be delivered with the following specifications:

- Format(s) – ESRI ArcGIS Personal Geodatabase, or ESRI ArcGIS Shapefile
- Projection – NH State Plane Feet 2800
- Datum – NAD 83
- Metadata that is Federal Geographic Data Committee (FGDC) compliant
- Spatial accuracy requirements: Minimum of 1.0m accuracy is required

5.7 Other Cultural Resources Services

Periodically, the Department has need for other Cultural Resources Services including, but not limited to, conducting Phase II Determination of Eligibility (DOE) Surveys; maintaining a Cultural Items Inventory; developing Historic Property Component Plans, Programmatic Agreements, and Memoranda of Understanding/Agreement (with prior State Business Office approval); and preparing a five-year update of the NHARNG Integrated Cultural Resources Management Plan (ICRMP) using a template prescribed by the National Guard Bureau (NGB). DMAVS will provide the Contractor with the latest draft of the ICRMP that needs to be updated.

6.0 Project Identification, Cost, and Execution Procedures:

The Department anticipates that one (1) to four (4) projects may need to be executed during the contract period. Identification, cost, and execution of those projects will follow these specifications:

6.1 The Primary Contact shall determine project needs and develop a Scope of Work (SOW), or work with the Contractor to develop a SOW. The SOW shall include at a minimum: general project information, tasks to be completed, deliverables to be provided, and a timetable for completion.

6.2 The Contractor shall prepare a cost proposal for each project requested.

6.3 The Department will evaluate the cost proposal and determine its reasonableness. If the proposal is determined to be reasonable, DMAVS will issue a Notice to Proceed. If the project cost proposal is determined to be unreasonable, DMAVS will request a modified

Initials: RNB
Date: 8/17/2022

cost proposal from the Contractor with justification. Once an agreed upon cost proposal is established, DMAVS will issue a Notice to Proceed memorandum. The Notice to Proceed will include copies of the approved project SOW and cost proposal. No work shall be performed by the Contractor prior to the issuance of a Notice to Proceed.

6.4 The Primary Contact and the Contractor shall attend a project kick-off meeting to clarify the manner of conducting the project, to review a proposed project schedule, a proposed outline of the project tasks to be executed, and confirmation of expected deliverables.

6.5 The Primary Contact may request monthly status reports for any project that exceeds one month in length, and/or between deliverables for specific project tasks. Status reports will include: the specific project tasks that were completed, funds spent, a general outline of work to be completed in the coming month, and any issues that need to be addressed.

6.6 The Contractor will complete the projects to the specifications established above or further specified in accordance with the project SOW, as determined by the Department's Primary Contact.

Initials: RWB
Date: 8/17/2022

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

EXHIBIT C
PRICE AND TERMS OF PAYMENT

SUBJECT: Cultural Resources Services

CONTRACT PRICE

The Department of Military Affairs and Veterans Services will pay the contractor an amount not to exceed $60,000.00. This limit shall not be exceeded without issuance of an amendment to this agreement and approval by the Governor and Executive Council of the State of New Hampshire.

METHOD OF PAYMENT

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

Invoices will be submitted by the Contractor to:

Department of Military Affairs and Veterans Services
Business Administration Office
4 Pembroke Road, Bldg. C
Concord, NH 03301

TERMS OF PAYMENT

Invoicing shall be based on labor rate (see Schedule of Rates) and travel, material and other expenses for project tasks established in the Cost Proposal for which a Notice to Proceed has been issued. Payment will be made within 30 days after receipt and approval of proper invoices and upon the satisfactory completion of identified task deliverables as determined by the Department's Primary Contact.

Initials: RWB
Date: 8/17/2022

SCHEDULE OF RATES

Full Time Employees Hourly Rates		
Classification	Total Burdened	
Program Manager	$	73.92
Principal Investigator II	$	72.36
Principal Investigator I	$	68.04
Project Director II	$	61.56
Project Director I	$	55.08
Information Technology Director II	$	64.80
Information Technology Director I	$	45.36
Laboratory Director II	$	55.08
Laboratory Director I	$	49.68
Field Director II	$	45.36
Field Director I	$	39.96
Assistant II	$	36.72
Assistant I	$	34.56
Technician	$	32.40

Temporary Employees Hourly Rates		
Classification	Total Average	
Archaeological Technician III	$	32.11
Archaeological Technician II	$	29.43
Archaeological Technician I	$	27.65
Archaeological Aide II	$	24.97
Archaeological Aide I	$	22.30

Initials: RWB
Date: 8/17/2022

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 NORTHEAST ARCHAEOLOGY RESEARCH CENTER, INC. is a Maine Profit Corporation registered to transact business in New Hampshire on April 20, 2009. 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: **612487**

Certificate Number: **0005847124**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of August A.D. 2022.

David M. Scanlan
Secretary of State

Certificate of Authority #3 *(Limited partnership, Limited liability professional partnership or LLC)*

Limited Partnership or LLC Certification of Authority

I, Gemma-Jayne Nudgell, hereby certify that I am a Partner, Member or
(Name)

Manager and an Officer of Northeast Arrhythmia Research Center, Inc. a limited liability partnership
(Name of Partnership or LLC)

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

I certify that Robert Bartone is duly authorized to bind the partnership or
(Name)

LLC to enter into contracts or agreements on behalf of Northeast Arrhythmia Research Center, Inc.
(Name of Partnership or LLC)

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

DATED: 8/16/22 **ATTESTOR:** [signature]

NAME: Gemma-Jayne Nudgell

TITLE: Assistant Director / Secretary

NORTARC-01 DBATES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/19/2022

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
United Insurance - Farmington
166 Main Street
Farmington, ME 04938

CONTACT NAME:
PHONE (A/C, No, Ext): (207) 778-5282 FAX (A/C, No): (207) 778-9453
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Acadia Insurance Company	31325
INSURER B : Maine Employers Mutual Insurance Co	11149
INSURER C : Hanover Ins Co	22292
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Northeast Archaeology Research Center
382 Fairbanks Road
Farmington, ME 04938

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							
	CLAIMS-MADE X OCCUR			ADV5335791-14	2/25/2022	2/25/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							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 X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			CAA5335796-14	2/25/2022	2/25/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		1810090603	2/26/2022	2/26/2023	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
C	Professional Liab			LHPA249991	3/23/2022	3/23/2023	Retention: $5000	1,000,000

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

CERTIFICATE HOLDER

State of New Hampshire
Department of Military Affairs & Veteran Services
1 Minuteman Way
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

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

NORTHEAST ARCHAEOLOGY RESEARCH CENTER, INC.

Unique Entity ID **N9DWD7LLCQB1**	*Registration Status*: Active Registration *Expiration Date*: Oct 29, 2022
CAGE/NCAGE **5AM59**	Purpose of Registration **All Awards**
Physical Address **382 Fairbanks RD Farmington, Maine 04938-5762, United States**	Mailing Address **382 Fairbanks Road Farmington, Maine 04938-5762, United States**

Version Current Record

There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

ACTIVE EXCLUSIONS

There are no active exclusion records associated to this entity by its Unique Entity ID.

INACTIVE EXCLUSIONS

There are no inactive exclusion records associated to this entity by its Unique Entity ID.