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STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

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

David J. Mikolaities, Major General
The Adjutant General

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Warren M. Perry
Deputy Adjutant General

August 15, 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 approval to enter into a contract agreement with K.S. L.L.C General Contracting (vendor code #250774), 765 Greenville Road, Mason, NH 03048, in the amount of \$36,400.00 for prescribed fire planning and implement services in support of the New Hampshire Army National Guard (NHARNG), effective upon Governor and Council approval through May 15, 2024. **100% Federal Funds.**

Funds are available in the SFY 2024 operating budget as follows:

02-10-12-22620000 – Military Affairs and Veterans Services – Environmental

	Class	Account	FY 2024
Contracts for Program Services	102	500731	\$ 36,400.00

EXPLANATION

This agreement provides prescribed fire planning and implementation support for the NH Army National Guard Wildland Fire Program. Army Installation Wildland Fire Program Implementation Guidance (2002, 2021) requires development and implementation of an Integrated Wildland Fire Management Plan (IWFMP) to reduce risk of wildfire, maintain resilient landscapes, ensure safety of personnel and the public and support mission readiness. Army guidance also requires National Wildfire Coordinating Group (NWCG) qualified personnel are used in all wildfire related tasks. The NH Army National Guard Integrated Wildland Fire Management Plan sets goals and objectives to use prescribed fire to meet Army guidance requirements. This agreement will provide NWCG qualified personnel that are not currently available within the Department to plan and implement prescribed fire identified in our IWFMP.

The Department of Military Affairs and Veteran Services solicited for these services by placing a Request for Bid (RFB) on the State of New Hampshire Bureau of Purchase and Property website on June 23, 2023. Four (4) vendors were notified on June 26, 2023 that the RFP had been posted. Two (2) vendors submitted

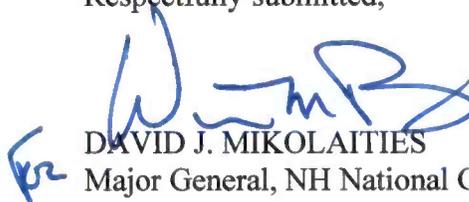
His Excellency, Governor Christopher T. Sununu
And the Honorable Executive Council
August 15, 2023
Page 2 of 2

qualified responses. K.S. L.L.C. General Contracting provided the low bid. This contract is effective upon G&C approval through May 15, 2024.

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

RFB#: DMAVS 2023-05

Name of RFB: Prescribed Fire Planning and Implementation Support

Number of Qualified Responses to RFB: 2

Company	Location	Bid Amount	Rank
K.S. L.L.C	SMR Planning	\$5,400.00	A
	SMR Implementation	\$14,000.00	
	ECTC Planning	\$6,500.00	
	ECTC Implementation	\$10,500.00	
	TOTAL	\$36,400.00	
Star Tree Wildfire Protection LLC	SMR Planning	\$5,000.00	B
	SMR Implementation	\$25,000.00	
	ECTC Planning	\$5,000.00	
	ECTC Implementation	\$25,000.00	
	TOTAL	\$60,000.00	

The resulting contract will be awarded to K.S. L.L.C. upon approval of the NH Governor and Executive Council. The company meets the criteria established in the RFB.

FORM NUMBER P-37 (version 2/23/2023)

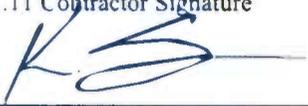
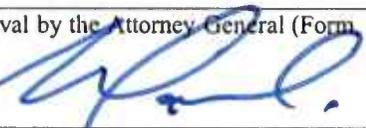
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. 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 K.S. L.L.C General Contracting		1.4 Contractor Address 765 Greenville Road Mason, NH 03048	
1.5 Contractor Phone Number 603-801-9305	1.6 Account Unit and Class 010-012-22620000-500731 Class 102	1.7 Completion Date May 15, 2024	1.8 Price Limitation \$36,400.00
1.9 Contracting Officer for State Agency Erin M. Zayac		1.10 State Agency Telephone Number 603-225-1361	
1.11 Contractor Signature  Date: 7/31/23		1.12 Name and Title of Contractor Signatory Ken Spacht, owner	
1.13 State Agency Signature  Date: 8/14/23		1.14 Name and Title of State Agency Signatory Erin Zayac, Administrator	
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: 09/01/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Initials: KS

Date: 7/21/23

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Initials: KS

Date: 7/31/23

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. 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.

18. 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.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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: KS

Date: 7/31/23

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

**EXHIBIT A
SPECIAL PROVISIONS**

SUBJECT: Prescribed Fire Planning and Implementation Support

The following Special Provisions modify, change, delete, or add to the General Provisions of the Agreement. Where any part of the General Provisions is modified or voided by these Special Provisions, the unaltered provisions for that part shall remain in effect.

1. This Agreement is funded, wholly or in part, by monies of the Federal Government of the United States; therefore, all parts and provisions of this Agreement that refer to contract which are funded in any part by the Federal Government are applicable to this Agreement.
2. The term "Contracting Officer" as used in this Agreement shall mean the State's Contracting Officer as is specified at item #1.9 of the General Provisions of this Agreement or his/her authorized representative. No individual shall be an authorized representative of the Contracting Officer unless he or she is so appointed in writing by the Contracting Officer, in which case such written appointment shall be provided to the Contractor.
3. The Contractor shall be responsible to correct, at their own cost and expense, defective work, or damaged property when defects and damage are caused by the Contractor's employees, equipment, or supplies. The Contracting Officer may withhold all or part of payments due to the Contractor until defective work or damaged property caused by the Contractor, his employees, equipment, or materials is placed in satisfactory condition.
4. **General Provisions** are amended as follows:
 - a. **Provision 10. PROPERTY OWNERSHIP/DISCLOSURE:** 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."
 - b. **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: KS
Date: 7/31/23

5. 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 200 and NGR 5-1, which are hereby incorporated into this MCA by reference as if fully set forth herein, and shall govern this Agreement:

Nondiscrimination

The Contractor 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 Contractor 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 Contractor 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 Cooperative Agreement; 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 Contractor agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

Drug-Free Workplace

Initials: KS

Date: 7/31/23

The Contractor covenants and agrees to comply with the drug-free workplace requirements 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 Contractor 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 40 CFR part 31;
 - 8) To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable Federal, State, or local environmental regulation.

- b. In accordance with the EPA rules, the parties further agree that the Contractor shall also identify to the State any impact this award may have on:
 - 1) The quality of the human environment, and provide help the State 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 State provides written notification of compliance with the environmental impact analysis process.
 - 2) Flood-prone areas, and provide help the State may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
 - 3) Coastal zones, and provide help the State 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 State 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 State may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

Initials: KS

Date: 7/31/23

- 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 State may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

Use of United States Flag Carriers

- a. The Contractor 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 Contractor 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 Department 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 Agreement. The Contractor shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the Department and subrecipient contract files and shall be subject to audit by the National Guard Bureau and Federal/State audit agencies.

The Infrastructure Investment and Jobs Act (“IIJA”).

The Contractor covenants and agrees that it will not expend any funds appropriated by Congress unless all of the iron, steel, manufactured products, and construction materials used in projects undertaken for the Department of Military Affairs and Veterans Services are produced in the United States. Grants and Cooperative Agreements Policy Letter, 22-06, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Uniform Relocation Assistance and real Property Acquisition Policies

The Contractor 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

Initials: KS

Date: 7/31/23

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 Contractor 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 Contractor 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 Contractor 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 Contractor’s performance of this Agreement. The Contractor further covenants and agrees that it will neither contract, nor permit to be contracted or subcontracted any part of its performance under this Agreement to any entity that uses such covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system.

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

**EXHIBIT B
SCOPE OF SERVICES**

SUBJECT: Prescribed Fire Planning and Implementation Support

SECTION 1: OVERVIEW

This Agreement between the Department of Military Affairs and Veterans Services (“Department”) and the Contractor is for prescribed fire planning and implementation services. The Contractor must provide all personnel, equipment, materials, and transportation necessary to perform these services, including a Prescribed Burn Boss 2 (RxB2) as qualified by the National Wildfire Coordinating Group (NWCG), in accordance with the terms and conditions of this Agreement.

The Department currently has an Integrated Wildland Fire Management Plan (2014) that establishes goals and objectives for prescribed fires on the State Military Reservation and Edward Cross Training Complex. This plan is currently under revision and provides additional conservation measures to ensure burns are conducted to minimize impacts to the wildlife and other resources. The Contractor must adhere to all measures in the Integrated Wildland Fire Management Plan (2014) as revised (2023).

SECTION 2: SITE DESCRIPTIONS

2.1. State Military Reservation

The State Military Reservation (SMR) is located in Concord, NH. It currently has four burn units (G2, S3, S5, and S6) planned to be burned in 2023-2024. Each burn unit is less than one acre. See Appendix A for a map of the four burn units. The Contractor must develop a burn plan that allows for execution of the individual burn units or in combination with each other.

2.2. Edward Cross Training Complex

The Edward Cross Training Complex (ECTC) is located in Pembroke, NH. It currently has three burn units planned to be burned in 2023-2024: PPSOW5 (3.1 acres), DAOF1 (2.8 acres), and DAOF2 (4.4 acres). See Appendix B for a map of the burn units. The Contractor must develop a burn plan that allows for execution of the individual burn units or in combination with each other.

SECTION 3: PRESCRIBED BURN PLANNING

3.1. Pre-Burn Requirements

The Contractor must provide pre-burn planning support including development of NWCG burn plans in accordance with the NWCG Prescribed Fire Plan Template, PMS 484-1; technical review of burn plans; pre-burn communications; and remote weather monitoring. The Contractor must conduct site visits to become familiar with the sites and collect any necessary data. The Contractor must provide additional fire behavior modeling, prescription parameters, and smoke modeling as needed to support the burn plans. Previous burn plans for both sites will be provided to the Contractor to use as starting reference points. Additional maps of the sites may be provided to the Contractor if needed.

3.2. Burn Plan Review and Approval

The Contractor must provide draft copies of burn plans to the NWCG for technical review. The Contractor must also provide draft copies to the Primary Contact, the State of New Hampshire

Initials: KS
Date: 7/31/23

Forest Protection Bureau, and Municipal Forest Fire Warden/Fire Departments for review. Incorporation of comments from each of these reviews will be required. Burn plans will be approved by the Department's Agency Administrator, Deputy Adjutant General, or Administrator of Business Operations prior to proceeding with implementation.

SECTION 4: PRESCRIBED BURN IMPLEMENTATION

4.1. Burn Requirements

The Contractor must provide a NWCG-qualified RxB2 to implement prescribed burns at both sites. Burns must be conducted in the Fall of 2023 or Spring of 2024 between the dates of August 15th to May 15th. The Contractor must provide their own Personnel Protective Equipment (PPE) that either meets or exceeds NWCG standards. The Contractor must execute burns in accordance with the following expectations per site:

- A. Two to four burn units are expected be burned during the course of one to two burn days in accordance with the approved burn plans at the SMR.

- B. One to three burn units are expected to be burned during the course of one to two burn days in accordance with the approved burn plans at the ECTC.

4.2. Burn Date Approval

The Contractor must coordinate potential burn days with the Primary Contact in order to select appropriate days that meet the burn plan prescription parameters, avoid conflicting activities, and ensure sufficient resources are available in accordance with the approved burn plan to conduct the burn safely. The Department may provide support with pre-burn notifications and on-site weather and fuel moisture data collections as requested by the Contractor and approved by the Primary Contact. The Contractor must receive prior written approval from the Primary Contact prior to implementation.

4.3. Support Personnel

The Department will provide all other personnel to support the burn either from its own staff or through the New Hampshire Prescribed Fire Council members as requested by the Contractor and approved by the Primary Contact. Personnel will meet one or more of the qualification standards established by the NWCG, U.S. Army Supplemental positions, or New Hampshire Prescribed Fire Council. The Department currently has 1 FFT1/ENGB/FIRB (Trainee), 1 FFT2/FFT1 (Trainee) and 2 RXCM. The Contractor must provide opportunities for the Department and other personnel participating in the prescribed burn to function in trainee roles for specific NWCG or State positions, including the NHRxB2 position. The Contractor must complete evaluation records in position task books for any trainees.

4.4. Supplemental Equipment

All other equipment, supplies, and PPE will be provided by the Department or New Hampshire Prescribed Fire Council members as requested by the Contractor and approved by the Primary Contact. Currently, the Department has one Type 7 Polaris UTV, two Type 6 Engines, one Wick 100 Pump, and one Wick 250 Pump available to support these burns. The Department also has a 1200-gallon water pumpkin, drip torches, tools, backpack pumps, hose, and hose adapters readily available to support burn execution.

Initials: KS

Date: 7/31/23

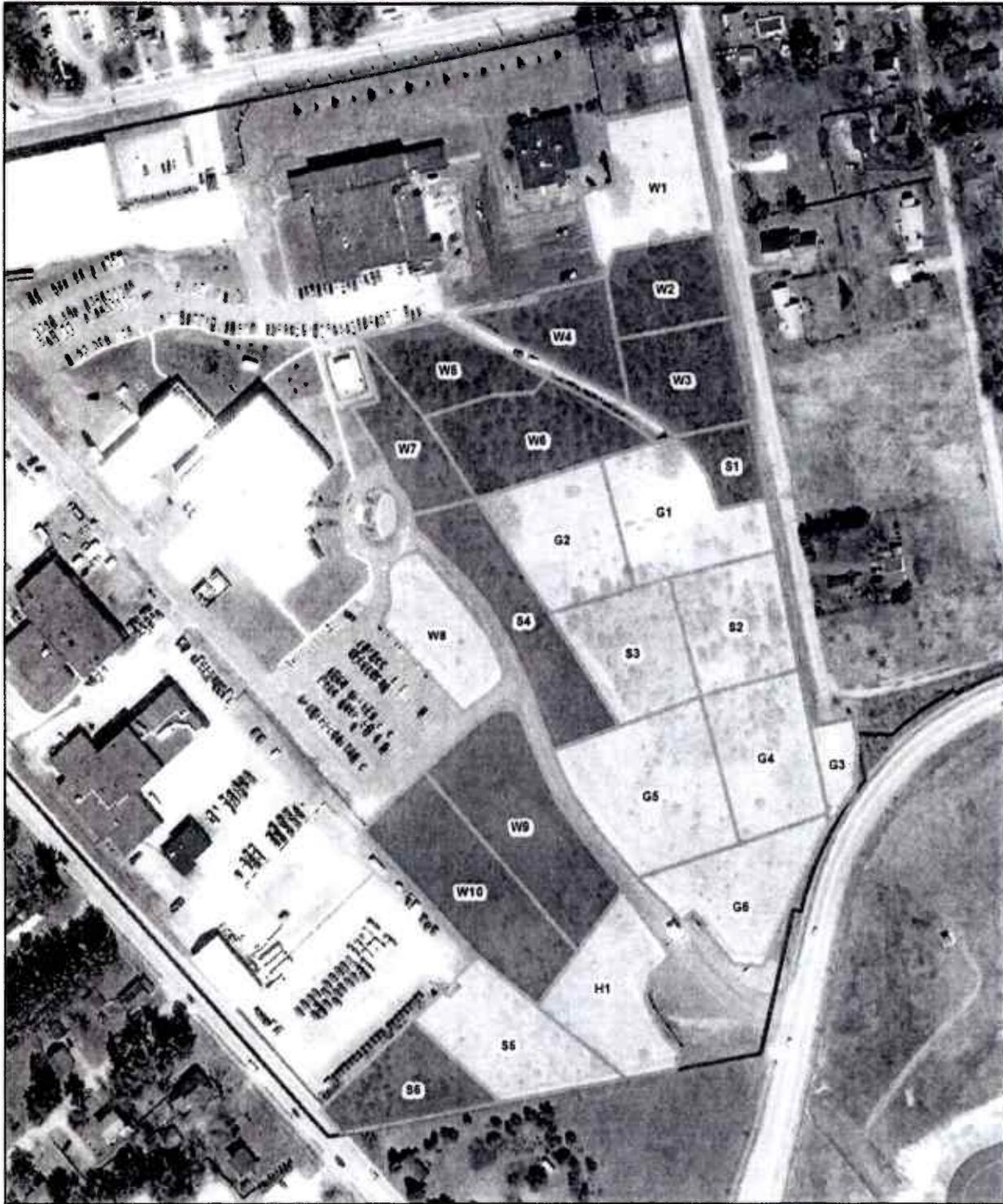
SECTION 5: PRIMARY CONTACT

The Contractor will primarily report to and work in conjunction with the Primary Contact as designated by the Department. The initial Primary Contact will be:

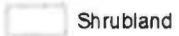
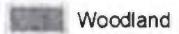
Zachary Boyajian, State Environmental Supervisor
NGNH-FMO-ENV
1 Minuteman Way
Concord, NH 03301-5607
603-227-1439
zachary.l.boyajian.nfg@army.mil

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 appointed.

APPENDIX A: STATE MILITARY RESERVATION MAP



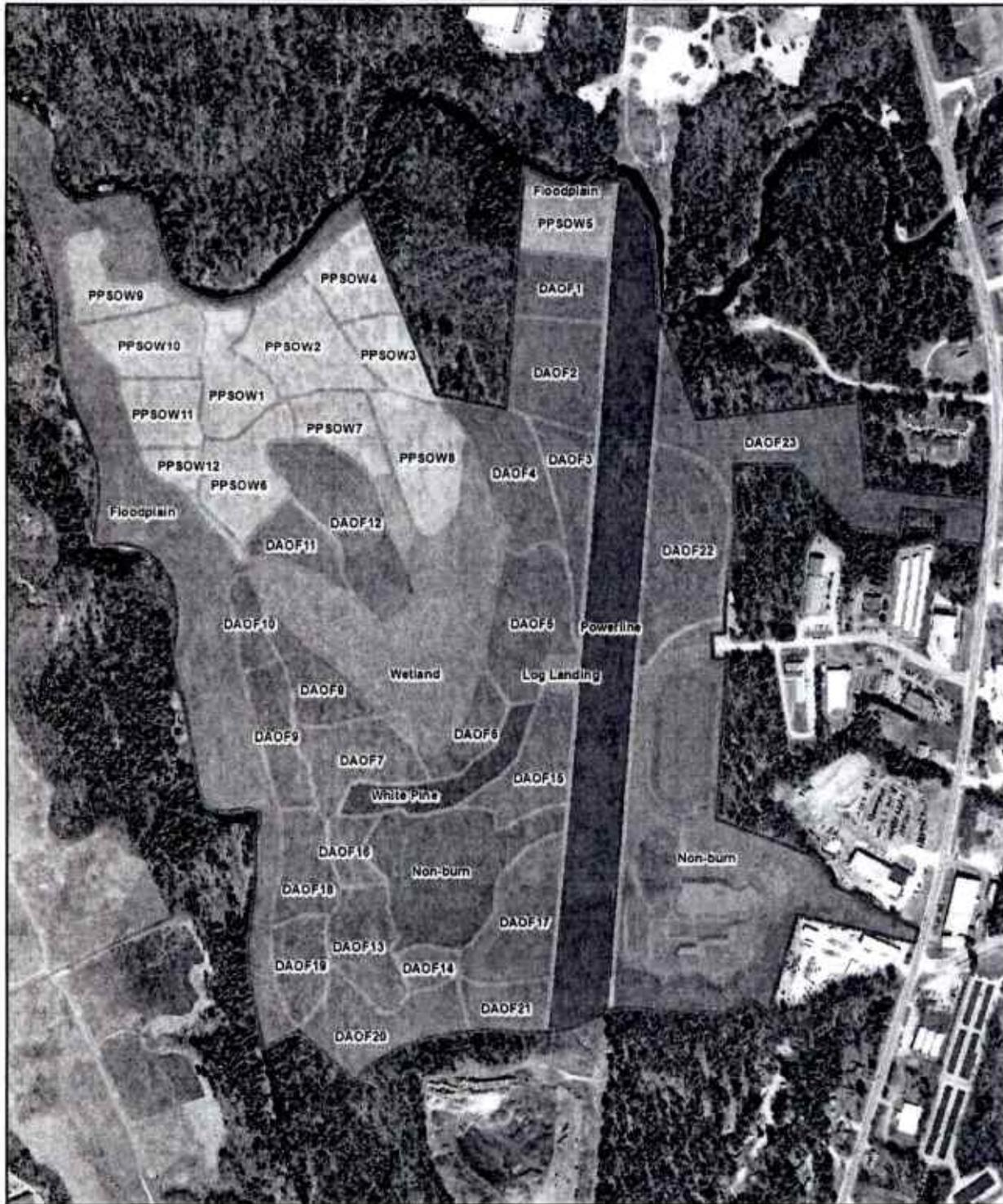
Legend

-  Installation Boundary
-  Shrubland
-  Grassland
-  Woodland

Initials: KS

Date: 7/31/23

APPENDIX B: EDWARD CROSS TRAINING COMPLEX MAP



1:8,400 NAD1983 StatePlane New Hampshire FIPS 2800 Feet

Legend

- Installation Boundary
- Dry Appalachian Oak Forest
- Floodplain
- Log Landing
- Non-Burn
- Pitch Pine - Scrub Oak Woodland
- Powerline
- Wetland
- White Pine

Initials: KS

Date: 7/31/23

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

**EXHIBIT C
PRICE AND TERMS OF PAYMENT**

SUBJECT: Prescribed Fire Planning and Implementation Support

SECTION 1: PRICE

The Price for this Agreement must not exceed **\$36,400.00** without issuance of an amendment to this Agreement and may be subject to Governor and Executive Council approval.

SECTION 2: METHOD OF PAYMENT

Payment must 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 must be submitted by the Contractor to:

**Department of Military Affairs and Veterans Services
ATTN: State Business Office
4 Pembroke Road, Bldg. C
Concord, NH 03301**

SECTION 3: TERMS OF PAYMENT

Invoices shall be billed monthly for services rendered and must be based on labor, materials, and other detailed expenses needed to successfully perform the deliverables and project tasks identified in Exhibit B herein. Payments will be made within 30 days after receipt of proper invoices and only upon the satisfactory completion and acceptance of identified deliverables and tasks as determined by the Department's Primary Contact. The Contractor must not invoice the Department for any expenses related to goods or services not yet rendered or performed outside the scope and terms of this Agreement. All payments are contingent upon the availability of Federal funds.

Certificate of Authority #5

(Sole Proprietor)

Sole Proprietor Certification of Authority

I, Kenneth Spacht, hereby certify that I am the Sole Proprietor

(Name of Attestor)

of KS LLC General Contracting which is a tradename registered with the

(Name of Business)

Secretary of State under RSA 349. I certify that I am the sole owner of my business and of the tradename.

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 business. This authority **shall remain valid for thirty (30) days** from the date of this certificate.

DATED: 7/31/23

ATTESTOR: 

NAME: Ken Spacht

TITLE: owner

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 K.S. L.L.C. GENERAL CONTRACTING is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on October 19, 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: 621103

Certificate Number: 0006296315



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of August A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



KS LLC GENERAL CONTRACTING

Unique Entity ID SNLLZ7FELXN3	CAGE / NCAGE 89S83	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Dec 19, 2023	
Physical Address 932 Fitchburg RD Greenville, New Hampshire 03048-3340 United States	Mailing Address 932 Fitchburg RD Greenville, New Hampshire 03048-3340 United States	

Business Information

Doing Business as WOLF ROCK COMPANIES	Division Name Ks, Llc	Division Number KS, LLC
Congressional District New Hampshire 02	State / Country of Incorporation New Hampshire / United States	URL (blank)

Registration Dates

Activation Date Dec 21, 2022	Submission Date Dec 19, 2022	Initial Registration Date Mar 19, 2019
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Entity Dates

Entity Start Date Oct 19, 2009	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
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Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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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 Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reqs & 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 **No** Debt Subject To Offset **No**

EFT Indicator **0000** CAGE Code **89S83**

Points of Contact

Electronic Business

☞ **Kenneth C Spacht, Sole Member** **765 Greenville RD
Mason, New Hampshire 03048
United States**

Government Business

☞ **Kenneth C Spacht, Sole Member** **765 Greenville RD
Mason, New Hampshire 03048
United States**

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	624230	Emergency And Other Relief Services
	813312	Environment, Conservation And Wildlife Organizations

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States **Any** Counties **(blank)** Metropolitan Statistical Areas **(blank)**