64 CJG1

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

Nicole Desilets-Bixler
Deputy Adjutant General

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

April 30, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Military Affairs and Veterans Services to exercise its first contract renewal option with Smith, Alvarez, Sienkiewycz Architects, P .C. (VC #260846), Burlington, VT, for professional architectural services for the planning and design of various projects as necessary and required by the Department by increasing the price limitation by $500,000.00 from $1,000,000.00 to $1,500,000.00 and extending the completion date from June 30, 2025, to June 30, 2026, effective July 1, 2025, or upon the date of Governor and Executive Council approval, whichever is later. The original contract was approved by Governor and Council on June 28, 2023, item #103.

Projects completed under this contract will be funded from accounts specific to each particular project. The majority of projects requiring this type of work are maintenance/repair and Capital Budget projects.

EXPLANATION

Smith, Alvarez, Sienkiewycz Architects, P.C. (SAS) has performed exceptionally well during this contract period, meeting all performance goals and project milestones within the scope of services of this contract. Of particular note was their superior performance and responsiveness in both understanding and meeting the National Guard Bureau's specific military construction (MILCON) requirements. SAS has provided four designs and two studies over the initial two-year contractual period. We are hoping to continue their contractual arrangement that would allow us to move forward with several needed projects while maintaining the same design team, reducing redesign and reeducation efforts that a new design team would require. As federal and state funds become available, we will also need proposals for several new projects within the next one-year contractual period. Previous and future projects are spread across our Strafford, Nashua, and Plymouth locations.

The Department seeks to retain Smith, Alvarez, Sienkiewycz Architects, P.C. to expedite its project workload and provide appropriate technical expertise as required for future projects. This contract will enable the

Department to respond quickly to unscheduled project requests and possible emergencies regarding architectural and building issues. The decision as to which projects will be assigned will be made on a case-by-case basis, depending on the particular expertise required and the vendor's current workload.

A Request for Qualifications was advertised on the Statewide Bids and Proposals public website for a two-year contract term with the option for two one-year renewal terms to be negotiated and mutually agreed upon by the Department and the vendor. Five vendors submitted responses, and a short list was drafted in accordance with RSA 21-1:22. The Department then negotiated with the four most qualified vendors to determine fair and reasonable hourly rates of compensation.

Federal Funds may be used to pay for these contract services and are provided to the State of New Hampshire, 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. Approving this contract ensures the Department can maintain its daily operations, modernize its facilities, and rapidly respond to unforeseen emergencies.

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

Respectfully submitted,

MIKOLAITIES.DAVID.JAMES.1005727029 Digitally signed by MIKOLAITIES.DAVID.JAMES.1005727029 Date: 2025.04.30 09:26:15 -04'00'

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 Professional Architectural Services contract is by and between the State of New Hampshire, Department of Military Affairs and Veterans Services ("State" or "Department") and Smith, Alvarez, Sienkiewycz Architects, P.C. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 28, 2023 (Item #103), 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 (version 12/11/2019), 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 term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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, 2026"

2. Modify Form P-37, General Provisions, Block 1.8, Price Limitation, ADD not to exceed amount of $500,000.00 for contract year ending June 30, 2026, to read:

   "Not to Exceed $1,500,000.00"

3. Modify Exhibit C, Price and Terms of Payment by removing and replacing it in its entirety with the amended Exhibit C, Price and Terms of Payment attached hereto and incorporated by reference herein.

All terms and conditions of the contract not modified by this Amendment #1 remain in full force and effect. This Amendment shall be effective July 1, 2025, 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,

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND
VETERANS SERVICES

4/30/25
Date

Name: Nicole L. Desilets-Bider
Title: Deputy Adjutant General

SMITH, ALVAREZ, SIENKIEWYCZ ARCHITECTS, P.C.

4·17·2025
Date:

Name:
Title: PRINCIPAL

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

OFFICE OF THE ATTORNEY GENERAL

5-15-2025
Date:

Name: J.D. Lavallee
Title: Senior Assistant Attorney General

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:

Name:
Title:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

EXHIBIT C
PRICE AND TERMS OF PAYMENT

SUBJECT: Professional Architectural Services

SECTION 1: CONTRACT PRICE

The State of New Hampshire, Department of Military Affairs and Veterans Services (the "Department") will pay Smith, Alvarez, Sienkiewycz Architects, P.C. (the "Contractor") an amount not to exceed $500,000 per contract year. The Contractor may receive the entire contract amount, or any portion of the contract amount, depending on services rendered during each contract year. This limit shall not be exceeded without issuance of an amendment to this Contract and is contingent upon the approval of the Governor and Executive Council of the State of New Hampshire. Funding for this Contract is contingent upon the availability of Federal appropriations.

SECTION 2: METHOD OF PAYMENT

Payment shall be made by mailing a bank draft or processing an electronic funds transfer in accordance with the Contractor's current Alternate W-9 Form on file.

Invoices shall be submitted by the Contractor to:

State of New Hampshire
Department of Military Affairs and Veterans Services
ATTN: State Business Office
4 Pembroke Road, Bldg. C
Concord, NH 03301-5607

SECTION 3: TERMS OF PAYMENT

3.1. All invoices shall be a monthly lump sum based on the percent of completion per task as established in each project's Notice to Proceed memo(s) for the specified task(s).

3.2. All travel expenses will be reimbursed based on the Joint Travel regulation (Federal Per Diem rates) for actual travel incurred during the billing month.

3.3. Payment shall be issued within 30 days after receipt and approval of proper invoices and receipt of identified task deliverables (if applicable to a completed task) determined acceptable by the Department's primary contact, whichever is later.

SECTION 4: RATE SCHEDULE

The following rate schedule will be used to develop project fixed costs per tasks. These rates shall be used for developing project Cost Proposals in accordance with the process outlined in Section 3 of Exhibit B, Scope of Services.

Initials: CD
Date: 4·17·2025

Employee	Employee Classification		Direct Labor (95%) $/HR	Overhead Burden %	Fixed Fee (10%) $/HR		Total Hourly Wage
Tricia Roy	Principal	$	55.00	107.25	10.73	$	117.98
Bren Alvarez	Principal	$	57.00	111.15	11.12	$	122.27
Sherry Libby	Principal	$	52.50	102.38	10.24	$	112.62
Stephanie Lynch	Principal	$	46.00	89.70	8.97	$	98.67
Cheryl Dowling	Principal	$	46.00	89.70	8.97	$	98.67
Owen Smith	Principal	$	42.00	81.90	8.19	$	90.09
Steven Smith	Architect	$	61.00	118.95	11.90	$	130.85
Marty Sienkiewycz	Architect	$	59.00	115.05	11.51	$	126.56
Mac Wood	Architect Intern	$	32.50	63.38	6.34	$	69.72
Michelle Landeros	Administration	$	27.00	52.65	5.27	$	57.92

Please note that reimbursable expenses will be billed in addition to our hourly rates as follows:

- Mileage: $ .70/mile
- Photocopies: $ .10/copy - Black and White / $1.00/copy - Color
- Computer Plots: Bond/Vellum Mylar
  - 24" x 36": $3.00/sheet $15.00/sheet
  - 30" x 42": $4.00/sheet $22.00/sheet
- Reproductions, Postage, Long Distance Telephone, Photography, Lodging: 1.1 times cost (as applicable)

Other specialty positions will be negotiated as needed by the Department, and the respective fees will be identified in the Contractor's Cost Proposal(s).

Initials: CD
Date: 4.17.2025

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 SMITH, ALVAREZ, SIENKIEWYCZ ARCHITECTS, P.C. is a Vermont Professional Profit Corporation registered to transact business in New Hampshire on April 14, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **724371**
Certificate Number: **0007156532**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of April A.D. 2025.

David M. Scanlan
Secretary of State

SMITH, ALVAREZ, SIENKIEWYCZ ARCHITECTS, P.C.

Unanimous Written Consent of Shareholders
To Action in Lieu of Special Meeting

The undersigned, begin the duly authorized and registered holders of all of the issues and outstanding shares of voting stock of Smith, Alvarez, Sienkiewycz Architects, P.C., a professional corporation organized and existing under the laws of the State of Vermont (the "Corporation"), do hereby, individually and collectively, consent that the following actions be taken as and for actions of the Corporation and its shareholders in lieu of a special meeting as authorized and permitted under Section 11A V.S.A. '7.04(a):

> **RESOLVED,** that Cheryl Ames Dowling, Shareholder of the Corporation, is hereby authorized to sign and execute any and all contracts and agreements between the Corporation and the State of New Hampshire Department of Military Affairs and Veterans Services of Concord, New Hampshire relating to an agreement or agreements to perform architectural services.

Under the provisions of Vermont's Business Corporation Act, the within Unanimous Consent has all the legal effect of a vote taken at a duly warned and noticed meeting of the shareholders and may be described as a meeting, meeting vote or vote of the shareholders in any document.

Dated: April 17, 2025

Brenda Temple Alvarez, Shareholder

Cheryl Ames Dowling, Shareholder

Tricia Ann Roy, Shareholder

Stephanie Joyce Lynch, Shareholder

Sheryl Allen Libby, Shareholder

Owen Brandon Smith, Shareholder

SMITARC-01 DLAWSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/28/2025

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
Acrisure New England Partners Insurance Services, LLC
10 Research Parkway, Suite 400
Wallingford, CT 06492

CONTACT NAME: Kayla Barabe
PHONE (A/C, No, Ext): (802) 752-2311 FAX (A/C, No):
E-MAIL ADDRESS: kbarabe@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : Continental Casualty Company	20443
INSURER C : The Continental Insurance Company	35289
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Smith Alvarez Slenklewycz Architects PC
117 St Paul Street
Burlington, VT 05401

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 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			7038596377	11/9/2024	11/9/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			7038596377	11/9/2024	11/9/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 10,000			7038598050	11/9/2024	11/9/2025	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7038596380	11/9/2024	11/9/2025	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Section 3A State: VT

CERTIFICATE HOLDER

Dept of Military Affairs and Veterans Services
Attn: Ryan Godin
4 Pembroke Road, BLDG. C
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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/28/2025

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
Brown & Brown Insurance Services, Inc.
107 Audubon Rd
Wakefield MA 01880

CONTACT NAME: Cameron Poole
PHONE (A/C, No, Ext): (781) 245-5400 FAX (A/C, No): (781) 245-5463
E-MAIL ADDRESS: Cameron.Poole@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: XL Specialty Insurance Company	37885
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Smith Alvarez Sienkiewycz Arch
117 St. Paul Street, 3rd Floor
Burlington VT 05401

COVERAGES **CERTIFICATE NUMBER:** 2025 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Arch/Eng Prof Liability including Pollution			DPR5037838	01/21/2025	01/21/2026	Per Claim	2,000,000
							Aggregate	2,000,000

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

For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense.

CERTIFICATE HOLDER

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

SMITH, ALVAREZ, SIENKIEWYCZ ARCHITECTS, P.C.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
NRSANVN6DKC5	**1RP73**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jul 18, 2025**	
Physical Address	Mailing Address	
117 Saint Paul ST FL 3 **Burlington, Vermont 05401-8411** **United States**	**117 ST. Paul STREET, 3RD Floor** **Burlington, Vermont 05401-8411** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Vermont 00	**Vermont / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jul 22, 2024	**Jul 18, 2024**	**Aug 30, 2001**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Nov 8, 1993	**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**	**(blank)**
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	**1RP73**

Points of Contact

Electronic Business

MONA L BOUTIN	**PO Box 37** **Hinesburg, Vermont 05461** **United States**
MONA BOUTIN	117 ST. Paul STREET, 3RD Floor Burlington, Vermont 05401 United States

Government Business

STEPHEN SMITH	**117 ST. Paul STREET, 3RD Floor** **Burlington, Vermont 05401** **United States**
MONA BOUTIN	117 ST. Paul STREET, 3RD Floor Burlington, Vermont 05401 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541310**	**Architectural Services**

Disaster Response

This entity does not appear in the disaster response registry.

G & C 6-28-23
ITEM # 103

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 19, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Military Affairs and Veterans Services to enter into a contract with Smith, Alvarez, Sienkiewycz Architects, P.C. (VC #260846), Burlington, VT in an amount not to exceed $1,000,000 for professional architectural services for the planning and design of various projects as necessary and required by the Department, with the option to renew for two additional one-year periods, effective upon Governor and Council approval for the period of July 1, 2023 through June 30, 2025.

Projects completed under this contract will be funded from accounts specific to each particular project. The majority of projects requiring this type of work are maintenance/repair and Capital Budget projects.

EXPLANATION

The Department seeks to retain Smith, Alvarez, Sienkiewycz Architects, P.C. to expedite its project workload and provide appropriate technical expertise as required for future projects. This contract will enable the Department to respond quickly to unscheduled project requests and possible emergencies regarding architectural and building issues. The decision as to which projects will be assigned will be made on a case-by-case basis, depending on the particular expertise required and the vendor's current workload.

A Request for Qualifications was advertised on the Statewide Bids and Proposals public website for a two-year contract term with the option for two one-year renewal terms to be negotiated and mutually agreed upon by the Department and the vendor. Five vendors submitted responses and a short list was drafted in accordance with RSA 21-I:22. The Department then negotiated with the four most qualified vendors to determine fair and reasonable hourly rates of compensation. A scoring summary is attached further detailing the scores each vendor received.

Federal Funds may be used to pay for these contract services and are provided to the State of New Hampshire, 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. Approving this contract ensures the Department is able to maintain its daily operations, modernize its facilities, and rapidly respond to unforeseen emergencies. The contract agreement has been approved by the New Hampshire Department of Justice as to form, substance and execution.

Respectfully submitted,

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

RFQL DMAVS 2023-01
SCORING SUMMARY

SUBJECT: Professional Architectural Services

Date Posted: March 7, 2023 **Date Closed:** April 5, 2023

Vendor	Score	Rank
Smith, Alvarez, Sienkiewycz Architects, P.C.	96	A
Stone River Architects PLLC	90	B
The H.L. Turner Group Inc.	83	C
Oak Point Associates, P.A.	76	D
Colby Co. Engineering	67	E

Five vendors submitted a response to this Request for Qualifications (RFQL). The vendors were evaluated in accordance with the terms of the RFQL, and a short list was drafted ranking them in order of most qualified based on their final scores. As such, the resulting contracts were awarded to the vendors ranked A, B, C, and D upon receipt of fair and reasonable rate schedules. Please refer to the following pages for further information regarding the scoring of each vendor and the evaluation committee.

Scoring

RFQL Criteria	Max Points Avail.	Score				
		S.A.S.	S.R.A.	H.L.T.	O.P.A.	C.C.E.
1. Completeness and Clarity	10	9	8	9	7	7
2. Proposed Methodology	15	14	13	13	12	10
3. Work History	15	15	14	12	11	10
4. Capacity	15	14	13	12	12	10
5. Project Manager/Team	15	14	13	12	12	11
6. Suitability	20	20	19	17	15	13
7. QA & QC Protocol	5	5	5	4	3	3
8. References	5	5	5	4	4	3
Total Score:	100	96	90	83	76	67
Rank:	-	A	B	C	D	E

Evaluation Committee Members and Qualifications

Reviewer Name and Title	Qualifications
Ken Coombs Architect	Registered Architect with over 35 years of experience with several architectural firms in the state of NH. For the past ten years he has been an Architect/Project Manager for the New Hampshire National Guard's Construction and Facilities Management Office, where his primary role is overseeing design and construction projects on new and existing Guard facilities..
CW2 Ben Stevens Design & Construction Branch Chief	Construction professional with 18 years of experience in various construction trades. Primarily masonry, surveying, sitework, and carpentry. Most recent experience stems from fulfilling the Design & Construction Branch Chief position with the New Hampshire Army National Guard; Construction and Facilities Management Office. Position prior was Facilities Operations Specialist charged with managing day-to-day construction actives of NHARNG projects.
Andrew Nash Supervisor VI	NH DMAVS Facilities Supervisor VI, JUN 22 to present. NH DMAVS Engineer tech V / CAD & Construction Project Manager, AUG 09- JUN 22. Education: 1991 Keene State College, BS Industrial Technology, Architectural & Mechanical Design.
1LT Matthew Pelletier Special Projects Officer	Special Projects Officer, Construction Facilities Management Office, Oct 2021-present; Education: Norwich University, Civil Engineering.

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 Smith, Alvarez, Sienkiewycz Architects, P.C. (VC #260846)		1.4 Contractor Address 117 Saint Paul Street Burlington, VT 05401	
1.5 Contractor Phone Number (802) 863-2227	1.6 Account Number TBD	1.7 Completion Date June 30, 2025	1.8 Price Limitation Not to Exceed $1,000,000.00
1.9 Contracting Officer for State Agency Erin Zayac		1.10 State Agency Telephone Number (603) 225-1361	
1.11 Contractor Signature Date: 5·10·23		1.12 Name and Title of Contractor Signatory MARTIN SIENKIEWYCZ · PRINCIPAL	
1.13 State Agency Signature Date: 6/22/23		1.14 Name and Title of State Agency Signatory Erin Zayac, Administrator	
1.15 Approved 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: Mark W. Dell'Orfano, Attorney On: 06/13/2023			
1.17 Approval by the Governor and Executive Council (*if applicable*) G&C Item number: 103 G&C Meeting Date:			

SECRETARY OF STATE JUN 28 2023

Initials: MS
Date: 5·10·23

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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: MS
Date: 5-10-23

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: WS
Date: 5.10.23

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 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: MB
Date: 5.10.25

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

EXHIBIT A
SPECIAL PROVISIONS

SUBJECT: Professional Architectural 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.

   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

Initials: WS
Date: 5·10·25

defective work or damaged property caused by the Contractor, his employees, equipment or materials, is placed in satisfactory condition

5. **General Provisions** are amended as follows:
   a. **Provision 7. PERSONNEL, sub-part 7.2:** After "who is a State employee or official," add the following:
      "or who is a National Guardsperson or who is a federal employee of the National Guard,"

   b. **Provision 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION:** Add the following sub-part:
      "10.4 Between the Effective Date and three (3) years after the Completion Date, as often as the State or Federal Government shall demand, the Contractor shall make available for audit purposes, all records that pertain to this Agreement. Upon demand the contractor shall provide copies of such documents which may include invoices, payrolls, records of personnel, and other information relating to all matters covered in this agreement."

   c. **Provision 14. INSURANCE AND BOND:** Add the following sub-sub-part:
      "14.1.3 Insurance against all claims arising from the Contractor's use of automobiles in the conduct of this agreement, in amounts of not less than $250,000.00 per person bodily injury liability, $500,000.00 per occurrence bodily injury liability and $50,000.00 property damage liability."

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

   Nondiscrimination
   The Grantee covenants and agrees that no person shall be subject to discrimination or denied benefits in connection with the State's performance under the MCA. Accordingly, and to the extent applicable, the Grantee covenants and agrees to comply with the following national policies prohibiting discrimination:
   a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR part 195.

   b. On the basis of race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR part 60.

   c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DoD regulations at 32 CFR part 196.

   d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.

Initials: WS
Date: 5.10.23

e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.

Lobbying

a. The state covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

Drug-Free 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

Initials: WS
Date: 5-10-23

cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

Use of United States Flag Carriers

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

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

Debarment and Suspension

Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12698, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded for or ineligible for participation in Federal assistance programs or activities. The State complies with the DOD implementation of 2 CFR part 180 (at 2 CFR Part 1125) by checking the Excluded Parties List System (EPLS) at www.sam.gov to verify contractor eligibility to receive contracts and subcontracts resulting from the Federal Agreement which funds this contract. The state shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the State and subrecipient contract files, and shall be subject to audit by the grantor and Federal/State audit agencies.

Buy American Act

The State covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that

Initials: MS
Date: 5·10·23

EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

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

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

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

National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Public Law 115-232)
The grantee covenants and agrees that it will not use "covered telecommunications equipment or services," as that term is defined in Section 889 of the NDAA for FY 2019, as a substantial or essential component of any system or as critical technology as part of any system involved in the grantee's performance of this contract. The grantee further covenants and agrees that it will neither contract, nor permit to be contracted or subcontracted any part of its performance under this contract to any entity that uses such covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system.

Initials: WS
Date: 6-10-25

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

EXHIBIT B
SCOPE OF SERVICES

SUBJECT: Professional Architectural Services

SECTION 1: OVERVIEW

This Contract is between the State of New Hampshire, Department of Military Affairs and Veterans Services (the "State" or "Department") and Smith, Alvarez, Sienkiewycz Architects, P.C. (the "Contractor") for professional architectural services from July 1, 2023 through June 30, 2025. The option for two (2) one-year renewals will be based upon satisfactory completion of each contract year and is contingent upon Governor and Executive Council approval as well as the availability of Federal funding.

The Contractor shall furnish all labor, materials, and services as needed to perform consultative services as necessary regarding mechanical, electrical, and structural engineering, and analysis within the building, and construction services. The Contractor shall comply with all applicable Federal, State, and municipal laws, rules, and regulations.

SECTION 2: POTENTIAL PROJECTS WITH GENERAL DESCRIPTIONS

The following is a list of potential projects to be performed under this Contract. The Department may request the Contractor to perform other services not specified herein that it determines are within the scope of this Contract and that the Contractor has the technical qualifications to perform.

2.1. Architectural Services

Design and provide plans and specifications for a variety of minor building construction and renovation projects including but not limited to latrine upgrades, kitchen upgrades, large scale additions; door and window replacement; rehabilitation of concrete steps; UST removal; repaving of parking areas; sidewalk replacement; and brick wall repointing. Provide construction documents at varying levels of design that include total project drawing coordination and management of other disciplines involved in the effort.

2.2. Structural Engineering

Conduct structural analysis and design for projects within the building to include but not be limited to installation of overhead cranes, window replacement, door replacement, roof repairs, entire roof replacement, and minor building modifications; assessment of building loads in accordance with industry best practices; and assessment of differential settlement in building foundations. Drawings and specs will be provided as required for the listed projects.

2.3. Mechanical Engineering

Conduct evaluation and system analyses of existing HVAC systems with recommendations for sustainment, restoration, or modernization; recommend time schedules and/or components for upgrade; and provide drawings and parts schedules for recommendations.

2.4. Electrical Engineering

Conduct load analyses at various locations and provide recommendations on upgrades; internal building lighting design; and analyses of existing telephone/data systems and security systems.

Initials: MS
Date: 5·10·23

Ensure buildings are in code compliance at main distribution panels, service masts, and internal building wiring. Make recommendations regarding building services based on present and future force structure. Incorporate New Hampshire Army National Guard (NHARNG) Electronic Security Systems (ESS) into designs as needed, such as door access control, CCTV, and vault security.

2.5. Master Planning

Develop and submit master plans for replacement or upgrade of mechanical systems and provide master maintenance schedules. Develop prioritization lists for building replacement based on present and future force structure.

2.6. Enhanced/Retro Commissioning

Act as or provide a certified commissioning agent for future buildings as well as existing buildings. Systems original to building lack current balancing and may need to be adjusted to increase efficiency. Make recommendations on building systems to increase sustainability and environmental responsibility.

2.7. Construction Services

Provide opinions of cost for projects in design or under construction. Provide construction clerking services for projects under construction or to be constructed. Provide construction reports to the Project Managers. Attend project meetings, evaluate contractor submittals for conformance to contract specifications, make recommendations on proposed change orders, to include opinions on contractor methodology and costs, and take meeting minutes as required.

SECTION 3: PROJECT MANAGEMENT AND DELIVERY INSTRUCTION

Projects shall be executed in accordance with the following project execution methodology:

3.1. Scope of Work

The Department shall determine project needs, develop a Scope of Work, or collaborate with the Contractor to develop a Scope of Work. The Scope of Work shall include, at a minimum, general project information, tasks to be completed, deliverables to be provided, and a timetable for completion.

3.2. Proposal and Project Fee Estimate

If determined necessary by the Department, a request may be made of the Contractor to provide a short proposal and project fee estimate.

3.3. Cost Proposal

The Contractor shall prepare a Cost Proposal. Cost Proposals will be based on the labor and materials rates (as well as overhead and profit costs if broken out separately) in accordance with the approved rates established in Section 4 of Exhibit C, Price and Terms of Payment.

3.4. Department Evaluation of Cost Proposal

The Department will technically evaluate the Cost Proposal and determine its reasonableness. If the Cost Proposal is determined to be reasonable, the Department will issue a Notice to Proceed memorandum. If the Cost Proposal is not determined to be reasonable, the Department will request a justified modification from the Contractor. Once an agreed upon Cost Proposal is

Initials: WS
Date: 5-10-23

established, the Department will issue a Notice to Proceed memorandum. The Notice to Proceed will include copies of the approved Scope of Work and Cost Proposal for the respective project.

3.5. Project Kick-Off Meeting

The Department 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.

3.6. Status Reports

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

3.7. Contractor Invoices

The Contractor will submit invoices as specific project tasks and deliverables are completed and delivered to the Department's Project Manager. Invoices for project costs beyond the approved Cost Proposal will not be accepted without prior approval from the State Business Office and a written notice of the cost increase approval issued by the Project Manager to the Contractor. Invoicing and payment are further outlined in Exhibit C, Price and Terms of Payment.

3.8. Department Project Review

The Contractor shall notify the Project Manager once it accomplishes all project tasks in accordance with the project Scope of Work. The Project Manager shall review the work performed to ensure all deliverables were provided. If the Project Manager determines that all deliverables have been met to the Department's satisfaction, the project shall be considered completed and final payment will be issued to the Contractor in accordance with Exhibit C, Price and Terms of Payment.

SECTION IV: PRIMARY CONTACT AND PROJECT MANAGERS

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:

Ken Coombs, RA
Department of Military Affairs and Veterans Services
NHNG-FMO
1 Minuteman Way
Concord, NH 03301-5607
(603) 227-1466
Kenneth.coombs8.nfg@mail.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.

The Department will designate Project Managers from the Construction and Facilities Management Office (CFMO) for each approved project in the respective project's Notice to Proceed memorandum.

Initials: WS
Date: 5.10.23

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

EXHIBIT C
PRICE AND TERMS OF PAYMENT

SUBJECT: Professional Architectural Services

SECTION 1: CONTRACT PRICE

The State of New Hampshire, Department of Military Affairs and Veterans Services (the "Department") will pay Smith, Alvarez, Sienkiewycz Architects, P.C. (the "Contractor") an amount not to exceed $500,000 per contract year. The Contractor may receive the entire contract amount, or any portion of the contract amount, depending on services rendered during each contract year. This limit shall not be exceeded without issuance of an amendment to this Contract and is contingent upon the approval of the Governor and Executive Council of the State of New Hampshire. Funding for this Contract is contingent upon the availability of Federal appropriations.

SECTION 2: METHOD OF PAYMENT

Payment shall be made by mailing a bank draft or processing an electronic funds transfer in accordance with the Contractor's current Alternate W-9 Form on file.

Invoices shall be submitted by the Contractor to:

State of New Hampshire
Department of Military Affairs and Veterans Services
ATTN: State Business Office
4 Pembroke Road, Bldg. C
Concord, NH 03301-5607

SECTION 3: TERMS OF PAYMENT

3.1. All invoices shall be a monthly lump sum based on the percent of completion per task as established in each project's Notice to Proceed memo(s) for the specified task(s).

3.2. All travel expenses will be reimbursed based on the Joint Travel regulation (Federal Per Diem rates) for actual travel incurred during the billing month.

3.3. Payment shall be issued within 30 days after receipt and approval of proper invoices and receipt of identified task deliverables (if applicable to a completed task) determined acceptable by the Department's primary contact, whichever is later.

SECTION 4: RATE SCHEDULE

The following rate schedule will be used to develop project fixed costs per tasks. These rates shall be used for developing project Cost Proposals in accordance with the process outlined in Section 3 of Exhibit B, Scope of Services.

Initials: MS
Date: 5.10.23

Department of Military Affairs and Veterans Services Professional Architectural Services Standard Rate Schedule	
Position Title	Rate per Hour
Principal	$ 110.00
Architect	$ 100.00
Architectural Intern	$ 90.00
Administrative	$ 50.00

Other specialty positions will be negotiated as needed by the Department, and the respective fees will be identified in the Contractor's Cost Proposal(s).

Initials: MB
Date: 5·10·23

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

EXHIBIT D
ENVIRONMENTAL MANAGEMENT SYSTEM NOTICE

SUBJECT: Professional Architectural Services

SECTION 1: ENVIRONMENTAL MANAGEMENT SYSTEM

The New Hampshire Army National Guard (NHARNG) has implemented an environmental Management System (eMS), in accordance with Executive Orders 13423 and 13514, to guide its operations in an environmentally sound manner. Under its eMS, the NHARNG has identified significant activities, products or services that can interact with the environment (known as aspects) and potential environmental impacts from its operations. The significant environmental aspects are listed below:

- Energy Use
- Vehicle Travel (fleet) Between Workstations

These significant aspects and their associated impacts are closely monitored by the NHARNG. Further, the NHARNG is tracking the success of the implementation plans established to achieve the NHARNG's objectives.

For the purposes of this notice, applicability is limited to those actions that the contractor or subsequent employees are likely to perform on NHARNG properties.

The primary purpose of this notice is to communicate the three basic tenets of the NHARNG's eMS policy:

- eMS (ISO 14001) is the management system the NHARNG uses to implement the Adjutant General's Environmental Policy;
- The eMS Environmental Policy commits the NHARNG to comply with environmental laws and regulations, to prevent pollution and to promote continual improvement of the eMS; and
- Contractors are responsible for knowing the environmental impacts of their services and must understand the management requirements for any activities that could affect any of NHARNG's significant aspects, or that could result in potential environmental impacts.

SECTION 2: ENERGY USE

The NHARNG is committed to reducing its consumption of energy. Reducing energy consumption may be realized by turning off electrical equipment when not in use, reducing heating temperatures and/or increasing cooling temperatures, using alternative fuels (if available, such as E85 or biodiesel), etc. Contracts that include the use or installation of equipment will seek the most energy efficient technology within the scope of the contract.

SECTION 3: VEHICLE TRAVEL (FLEET) BETWEEN WORKSTATIONS

The NHARNG is committed to preventing pollution through monitoring of Federal GSA Fleet vehicle usage. Usage of fleet vehicles by contractors is prohibited.

SECTION 4: CONTACT INFORMATION

The Department of Military Affairs and Veterans Services Environmental staff can be contacted via telephone at (603) 227-1439.

Initials: MS
Date: 5-10-23

SECTION 5: RESOURCES PROVIDED UPON CONTRACTOR REQUEST

- NHARNG Integrated Cultural Resources Management Plan (ICRMP)
- NHNG Green Procurement Plan
- Facility Specific Integrated Contingency Plans (ICPs); established for the State Military Reservation, Manchester RC / FMS, Army Aviation Support Facility (AASF)
- NHARNG Hazardous Waste Management Plan

Initials: MS
Date: 5.10.23