





BUSINESS ADMINISTRATION

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

> Phone: 603-225-1360 Fax: 603-225-1341

TDD Access: 1-800-735-2964

February 20, 2013

Carolyn J. Protzmann, Brigadier General Deputy Adjutant General

William N. Reddel, III, Major General

Stephanie L. Milender Administrator

The Adjutant General

Her Excellency Governor Margaret Wood Hassan And the Honorable Council State House Concord, New Hampshire 03301

REQUESTED ACTION

The Adjutant General's Department respectfully requests approval to enter into an agreement with Absolute Resource Associates LLC of Portsmouth NH, vendor code, #159136, in the amount of \$9,995.00 for Hazardous Waste and Environmental Sample Analysis for the period of Governor and Council approval through December 31, 2013. 100% Federal Funds.

Funds are available in the following appropriation with the authority to adjust encumbrances between years, if needed and justified, through Budget Office, Department of Administrative Services pending budget approval state fiscal year 2014.

02-12-12-120010-2262 Adjutant General - ARNG Environmental Resources

State Fiscal Year 2013 10-01200-22620000-102-500731 Contracts for Program Services \$3,400.00 State Fiscal Year 2014 10-01200-22620000-102-500731 Contracts for Program Services \$6,595.00 Total \$9,995.00

EXPLANATION

This proposed agreement is to provide hazardous waste determination and other environmental testing, such as wastewater discharges at New Hampshire Army National Guard The New Hampshire code of Administrative Rules Env.-Wm 502.01 requires generators of waste to determine if their waste is a hazardous waste. Analytical testing is one of the two methods specified to perform these determinations and is required for mixed and process wastes. Wastewater discharge permits with various municipalities including the City of Concord require testing of discharges to ensure compliance with permit requirements. This contract will also allow for any other environmental testing that might become necessary.

		,

Her Excellency Governor Margaret Wood Hassan And the Executive Council

The vendor was identified by placing an ad in the Concord Monitor February 12, through February 14, 2011 and sending out 8 requests for proposals. The agreement solicitation was for 2011 through 2013. The Adjutant Generals Department received 3 proposals. The proposals were evaluated by Kevin Womack and Zachary Boyajian using the Best Value Evaluation Procedure provided in the agreement solicitation. Absolute Resource Associates was determined to provide the Best Value based on its second highest score and low price.

The vendor has provided good service under the two previous agreements for \$9,995.00 executed in April of 2011 and June of 2012. Governor and Executive Council approval is needed because the approval of this agreement will exceed the \$10,000 threshold in one state fiscal year. The large deployment of National Guard units during 2011 reduced activity under this agreement. The return of National Guard Unit during 2012 increase execution of activities under the previous resulting in the need renew the agreement in less than one year.

The federal funds to pay for this Agreement are provided to the Adjutant General's Department by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire Army National Guard. The cost of this contract shall be reimbursed to the State by the Federal government at a rate of 100%. Funds are available for this Agreement in federal fiscal year 2013. Execution under this Agreement for future year and activities is subject to the availability of federal fiscal year 2014 funding. In the event that federal funds are not available, general funds will not be requested to support this program.

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

Respectfully Submitted,

William N. Reddel

Major General, NH National Guard

The Adjutant General

Encl:

- 1. P-37 Agreement
- 2. Corporate Certificate
- 3. Certificate (State of NH Department of State)
- 4. Certificate of Liability Insurance
- 5. Memorandum for Records (2)

•



STATE OF NEW HAMPSHIRE THE ADJUTANT GENERAL'S DEPARTMENT

BUSINESS ADMINISTRATION

STATE MILITARY RESERVATION I MINUTEMAN WAY CONCORD, NEW HAMPSHIRE 03301-5607

William N. Reddel, III, Major General The Adjutant General

Stephen C. Burritt, Brigadier General (ret.) Deputy Adjutant General

Stephanie L. Milender Administrator

Phone: 603-225-1360 Fax: 603-225-1341

TDD Access: 1-800-735-2964

NGNH-FMO-ENV

March 18, 2011

Memorandum for the Record

Subject: Proposals Received, Best Value for the State Evaluation Results and Decision Hazardous Waste and **Environmental Sample Analysis Contract**

The following companies submitted written proposals by 4:00 p.m. on Friday February 25, 2011. The packages were evaluated in accordance with the Best Value for the State procedure by Kevin Womack and myself.

Company	Composite Ranking	Price
Eastern Analytical Inc.	11	\$15,432.00
Absolute Resource Associates LLC	10	\$9,995.00
ChemServe	9	\$11,394.84

Details of the Best Value for the State are contained in the MS Excel File

"Best_Value_Evaluation_Results_18MAR2011". Use of the Best Value for the State evaluation procedure with its use of equal weighting for each of the criteria did not reasonably distinguish total price disparity. The Adjutant General's Department cannot consciously justify the 150%+ higher cost of Eastern Analytical. Limited differences in the number of NELAP accredited methods, amount of subcontracting, and reporting details exist between Eastern Analytical and Absolute Resource Associates.

In consideration of the use of the best value for the state evaluation procedure, and cost and performance criteria disparities, the Adjutant General's Department is exercising it reserved right as identified in the Request for Proposals to accept the proposals that is in the best interest of the State. Absolute Resource Associates is being chosen to perform Hazardous Waste and Environmental Sample Analysis as specified in the Request for proposals and draft agreement language.

Zachary Boyajian

NH Adjutant General's Department Environmental Program Manager

			,	,

NHAG-FM-EV

February 10, 2011

Memorandum For Record

SUBJECT: Request for bids for Hazardous Waste and Environmental Sample Analysis 2011-2013 were sent to the following on the noted date:

Jeff Gagne

Eastern Analytical inc.

jeffg@eailabs.com

February 8, 2011

February 8, 2011

Mike Curran

Chemserve

Mike@chemservelab.com

AMRO Environmental Laboratories Corporation

MariaBorduz

Nicole@AMROLABS.COM Mail Box Full

Mirtag@AMROLABS.COM

February 8, 2011

February 8, 2011

Absolute Resource Associates

Guy Silvester

Guys@absoluteresourceassociates.com

February 8, 2011

Analytics Environmental Laboratory LLC

Jackie Bergeron

Jbergeron@analyticslab.com

February 8, 2011

ECS

Monica Blair

mblair@ecsconsult.com

February 10, 2011

Wendel Berry

Environsystems inc.

wberry@envirosystems.com

February 10, 2011

Zachary Boyajian

NH Adjutant Generals Department Environmental Program Manager

3/2.

		•	
			•

The Adjutant General's Department

Hazardous Waste and Environmental Sample Analysis 2013

Proposal Evaluation Panel Background Information

Z. B. – Bachelor of Science in Natural Resource studies; Masters of Science in Resource Management and Administration. He has been working for the Adjutant General's Department as an Environmentalist for 18 years, 10 of those years as the Environmental Program Manager. He has been responsible for hazardous waste management or an alternate manager for 17 of those years. In addition, he has performed duties as managing underground and aboveground storage tanks, spill prevention control and countermeasures plans, air emissions, storm water, and drinking water programs.

K.W. – Bachelor of Science, Chemical Engineering; Has 8+ years experience working as a staff engineer for private engineering consulting firm, primarily in compliance audits, Phase I and II Site Assessments, Hydrogeological site investigations, RI/FS Site investigations and Remedial Action. He has 5 + years working for the state of NH as a Water Resource Manager including, but not limited to UST/AST tank management SPCC/ICP plan implementations, storm water, wastewater and drinking water compliance management. Prior to this position, he worked for the Adjutant General's Department/Veteran's Cemetery as an office support staff.

		,

Subject:

Hazardous Waste and Environmental Sample Analysis 2013

FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.	
1.1 State Agency Name	1.2 State Agency Address
Adjutant General's Department	1 Minuteman Way, Concord, NH 03301-5607
1.3 Contractor Name	1.4 Contractor Address
Absolute Resource Associates, LLC	124 Heritage Ave. #10 Portsmouth, NH 03801
1.5 Contractor Phone 1.6 Account Number	1.7 Completion Date 1.8 Price Limitation
Number 603-436-2001 10-01200-22620000-102-50	December 31, 2013 \$9,995.00
1.9 Contracting Officer for State Agency	1.10 State Agency Telephone Number
Stephanie L. Milender, Administrator III	(603) 225-1361
1.11 Contractor Signature	1.12 Name and Title of Contractor Signatory
hendh	Susan C. Sylvester, President
proven to be the person whose name is signed in block 1.11, and ac indicated in block 1.12.	ly appeared the person identified in block 1.12, or satisfactorily eknowledged that s/he executed this document in the capacity
i.13.1 Signature of Notary Public or Justice of the Peace [Seal]	alg
1.13.2 Name and Title of Notary or Justice of the Peace	
Theresa Brady	Notary
1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory
Suphuw Mulender	Stephanie L. Milender, Administrator III
1.16 Approval by the N.H. Department of Administration, Division	on of Personnel (if applicable)
By:	Director, On:
By: Ille hour General (Porm, Substance and Exe	On: 2/25/13
1.18 Approval by the Governor and Executive Council	
Ву:	On:

		•

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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"):
- 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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

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.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
- 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

		,

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.
- 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

- **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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

		,

STATE OF NEW HAMPSHIRE THE ADJUTANT GENERAL'S DEPARTMENT

EXHIBIT A, P37 AGREEMENT THE SERVICES

SUBJECT: Hazardous Waste and Environmental Sample Analysis 2013.

1. GENERAL

The Contractor will, at the request of the NH Adjutant General's Department (NHAG), provide all labor, materials and equipment as necessary to perform hazardous waste and environmental sample analysis as specified in the NHAG Exhibit A-1 and incorporated herein by reference and is attached as EXHIBIT A-1.

2. CONTRACTOR PROVIDED MATERIALS, EQUIPMENT AND TRANSPORTATION

The Contractor will provide sampling devices (i.e. drum thieves) and collection containers (i.e. sample containers, bottles and vials). The sampling devices and collection containers shall be clean and conform to the US Environmental Protection Agency (EPA) quality control requirements and procedures.

The Contractor will provide chain of custody documentation for the samples from the NHAG facility to the appropriate laboratory.

The Contractor will provide proper preservation of samples during transportation and storage.

The Contractor will provide appropriate packing and shipping materials, labels.

The Contractor will provide a courier service or other means of transporting materials and equipment and samples to and from the laboratory and the State Military Reservation, located at 1 Minuteman Way, Concord, NH.

3. ANALYTICAL SERVICES

The Contractor will, upon request, perform the analytical methods identified in EXHIBIT A-1, using the method identified in EXHIBIT A-1 or other methods that conform to the paragraph 4 Regulatory Requirements and Citations.

The contractor will occasionally reanalyze samples at no additional cost, in the event that the NHAG questions the accuracy of the results.

The Contractor may also be asked to provide analyses that are not specified in the Exhibit A-1, the cost of which shall be determined by NHAG and the Contractor on a case-by-case basis.

4. REGULATORY REQUIREMENTS AND CITATIONS

The Contractor will upon request, perform testing in accordance with methods set forth in the New Hampshire Code of Administrative Rules (NHCAR) and the United States Code of Federal Regulations (CFR), pursuant to the wastes being tested. The Contractor will, upon request, perform other Environmental Testing as necessary, in accordance with the State and Federal regulations.

5. SERVICES PERFORMANCE TIME FRAME

Normal performance: The Contractor will provide all materials and equipment to the NHAG As specified in the Contractors Proposal following a request for analysis. The Contractor will perform the analytical services requested within **10 business days** of the receipt of the samples and provide a full set of test results and chain of custody documentation to the NHAG.

Expedited Performance: The Contractor will provide all materials and equipment to the NHAG As specified in the Contractors proposal following a request for analysis. The Contractor will perform the analytical services requested within **2 business days** (except when circumstances of the test require analysis over time, i.e. BOD) of the receipt of the samples and provide a full set of test results and chain of custody documentation to the NHAG.

6. RESULTS REPORT

The test result report will include at a minimum the following items:

- Generator name,
- Name and address of the facility,
- Sample number or name of the waste being tested,
- Date of the sampling and testing,
- Characteristic or name of constituents being tested for,
- The Chemical Abstracts Service (CAS) number of the constituent(s) being tested for
- Analysis method number used,
- Minimum detection level for toxic constituents in parts per million (ppm)
- Reference to wet or dry weight,

١

- Results (results for toxic constituents will be reported in ppm, results for characteristic of ignitability will be reported in degrees Fahrenheit, results for characteristic of corrosivity will be reported in pH, results for characteristic of reactivity will be reported in parts per million),
- Regulatory Level/Maximum contaminate level.
- Subcontractor name (if applicable).

Individual test reports shall be provided for each sample number or name. The Contractor shall provide occasional consultation on interpretation of reports at no additional cost to the NHAG.

7. MINIMUM DETECTION LEVELS

The Contractor will report the characteristic of ignitability (Flash point) up to 200 degrees Fahrenheit.

Toxic characteristic waste constituents will be reported to a detection level equal to the regulatory limit established in NHCAR Wm-Env 403.06 (d) or as practical as possible based on the sample type.

Total Halogens will be analyzed to the nearest 100 ppm, with a detection level less than 1000 ppm.

All other samples will be reported to a detection level equal to the order of magnitude of the regulatory limit as established by the appropriate analysis method.

8. SAMPLE RETENTION AND DISPOSAL

The Contractor shall retain samples until such time as the NHAG has accepted the results and notified the contractor that the samples are no longer needed. The Contractor shall be responsible for disposal of samples at no additional cost to the NHAG. Such disposal shall be conducted in accordance with all applicable federal and state regulations adopted pursuant to the federal Resource Conservation and Recovery Act and NH RSA 147-A.

9. ADJUTANT GENERAL'S DEPARTMENT POINTS OF CONTACT

Zachary Boyajian, Environmental Program Manager (Primary) NGNH-CS-ENV 1 Minuteman Way Concord, NH 03301-5607 603-227-1439 zachary.l.boyajian.nfg@mail.mil

Kevin Womack, Water Resource Manager (Alternate) NGNH-FMO-ENV 1 Minuteman Way Concord, NH 03301-5607 603-227-1439 kevin.l.womack10.nfg@mail.mil

Other alternate points of contact may be identified during the course of the contract period.

10. PERIOD OF PERFORMANCE

This Contractor will provide analytical services as outlined for the period from Governor and Executive Council Approval (expected February or March 2013) to December 31, 2013. This is the 2nd of 2 one year renewals provided for in the original request for proposal issued in February 2011. Any increase in pricing must be mutually agreed upon by the NHAG and the contractor, not to exceed the consumer price index and subject to Governor and Executive Council approval as necessary.

11. Environmental Management System Awareness

The 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. The eMS standard requires that contractors be made aware of the fact that we have and eMS and about the significant environmental aspect of our organization. The attached "P-37 AGREEMENT - Exhibit D... ... Notice for Contractors and Contractor Employees" dated 28 January 2013 is the tool we are using to provide awareness of the NHARNG eMS.

New Hampshire Adjutant General's Department EXHIBIT A-1

azardous Waste and Environmental analysis 2013	ontract Line Items and Pricing
Hazardo	Contract

EPA	A Characteristic/Compound	Chemical	Regulatory	Potential	Price Per	Estimated	Total Price
Hazardous		Abstract	Level	Methods	Sample	Number of	For Estimated
Waste		Numper	mg/L	EPA		Performances	Number
Number	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				9	rer rear	4300
Contract L	Contract Line Item Number 1				000	2 •	0000
D001	Ignitability (Flash Point)		<141 Deg. F	1010/1020A			
Contract Li	Contract Line Item Number 2				\$15	8	\$120
D002	Corrosivity (pH)			9040B/9045C			
Contract Li	Contract Line Item Number 3				\$20	1	\$20
NH02	NH Corrosive Solid (NHCAR Part Env-Wm 403.04 (b) (3)	-Wm 403.04	(b) (3)	SW-846			
Contract L	Contract Line Item Number 4				\$40	-	\$40
D003	Reactivity						
	Releasable Cyanide			SW846 7.3.3.2			
	Releasable Sulfide			SW846 7.3.4.2			
Contract L	Contract Line Item Number 5				\$120	ω	096\$
	TCLP Characteristic Metal Wastes			1311			
D004	Arsenic	7440-38-2		5 6010/B			
D005	Barium	7440-39-3		100 6010/B			
D006	Cadmium	7440-43-9		1 6010/B			
D007	Chromium	7440-47-3		5 6010/B			
D008	Lead	7439-92-1		5 6010/B			
600G	Mercury	7439-97-6		0.2 7470A/7471A/7472			
D010	Selemium	7782-49-2		1 6010/B			
D011	Silver	7440-22-4		5 6010/B			
Contract L	Contract Line Item Number 6			1311	0/\$	4	\$280
	Individual TCLP Characteristic Metal			See Above			
Contract L	Contract Line Item Number 7				\$200	80	\$1,600
	TCLP VOCs Characteristic Wastes To	o include		1311/8260B			
D018	Benzene	71-43-2		0.5 8260B			
D019	Carbon Tetrachloride	56-23-5		0.5 8260B			
D021	Chlorobenzene	108-90-7		100 8260B			
D022	Chloroform	67-66-3		6 8260B			
D027	1,4 Dichlorobenzene	106-46-7		7.5 8260B			
D028	1,2 Dichloroethane	107-06-2		0.5 8260B			
D029	1,1 Dichloroethylene	75-35-4		0.7 8260B			
D035	Methyl Ethyl Ketone	78-93-3		200 8260B			

Page (2) of (4)

New Hampshire Adjutant General's Department. EXHIBIT A-1 Hazardous Waste and Environmental analysis 2013 Contract Line Items and Pricing

COIIII ACT	Contract Line tiems and Pricing	1000	2000	Dotontie!	֓֞֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֡֓֓֓֓֓֓֓	Potimotod	Total Bridge
A Y	Cnaracteristic/Compound	Chemical	Regulatory	Potential	Price Per	Estimated	oral Price
Hazardous		Abstract	Level ma:/	Methods	Sample	Number of	For Estimated
Number			ı. J	ζ.		Per Year	
D039	Tetrachloroethylene	127-18-4		0.7 8260B			
D040	Trichloroethylene	79-01-6		0.5 8260B			
D043	Vinyl Chloride	75-01-4		0.2 8260B			
Contract Li	Contract Line Item Number 10				\$200	∞ .	\$1,600
	TCLP semi VOC's Characteristic Waste to include	ste to include					
D023	o-Cresol	95-48-7		200 8270C			
D024	m-cresol	108-39-4		200 8270C			
D025	p-cresol	106-44-5		200 8270C			
D026	Cresol	1319-77-3		200 8270C			
D030	2,4 Dinitrotoluene	121-14-2		0.13 8270C			
D032	Hexachlorobenzene	118-74-1		0.13 8270C			
D033	Hexachlorobutadiene	87-68-3		0.5 8270C			
D034	Hexachloroethane	67-72-1		3 8270C			
D036	Nitrobenzene	98-95-3		2 8270C			
D037	Pentachlorophenol	87-86-5		100 8270C			
D038	Pyridine	110-86-1		5 8270C			
D041	2,4,5-Trichlorophenol	95-95-4		400 8270C			
D042	2,4,6-Trichlorophenol	88-06-2		2 8270C			
Contract Li	Contract Line Item Number 11				180	9	\$1,080
	Used Oil Analysis (Env-Wm 807)						
	Arsenic Total						
	Cadmium Total						
	Chromium Total						
	Lead Total						
	Total Halogens			5050/9056			
	Flashpoint (F)		<100 Deg F	1010/1020A			
Contract Li	Contract Line Item Number 12				\$125	-	\$125
	BTU Value			ASTM D240			
Contract Li	Contract Line Item Number 13				\$20	τ-	\$20
	Percent Sulfur Content			ASTM D129-64			
Contract Li	Contract Line Item Number 14				\$20	τ-	\$20
	Oil and grease			9070/9071			

Page (3) of (4)

\$270 \$700 \$920 For Estimated \$560 **Total Price** Number Performances Number of **Estimated** ω Per Year ထ 2 ဖ ω 4 \$115 20 \$115 \$135 Price Per \$70 \$20 \$195 Sample **SGT-HEM 1664** 6010B/7470A **HEM 1664** Methods Potential 8260B 8015B 8270C 8260B 6010B 6010B 6010B 6010B 6010B 6010B 8270C 6010B 6010B 7470A 6010B 6010B 6010B 6010B EPA Regulatory Level mg/L Chemical 429-90-5 7440-50-8 7439-89-6 7439-96-5 439-97-6 740-02-0 440-39-3 740-43-9 7440-47-3 7439-92-1 7782-49-2 7440-22-4 7440-41-7 Abstract Number Polynuclear Aromatic Hydrocarbons in Soil Total Petroleum Hydrocarbons (TPH) Volitile Organic Compounds in soil ABN 8270C Total Semi-Volatiles Diesel Residual Organics (DRO) **VOCs 8260B Total Volatiles** Characteristic/Compound Contract Line Items and Pricing **Drinking Water Prep** Total RCRA Metals **Contract Line Item Number 15 Contract Line Item Number 16** Contract Line Item Number 18 Contract Line Item Number 19 Contract Line Item Number 20 Contract Line Item Number 33 Contract Line Item Number 17 Contract Line Item Number 21 Contract Line Item Number 22 Oil & Grease Manganese Aluminum Chromium Cadmium Selenium Beryllium Mercury Copper Arsenic Barinm Nickel ead <u>6</u> Hazardous Number Waste EPA

New Hampshire Adjutant General's Department EXHIBIT A-1

Hazardous Waste and Environmental analysis 2013

New Hampshire Adjutant General's Department EXHIBIT A-1 Hazardous Waste and Environmental analysis 2013 Contract Line Items and Pricing

Contract	Contract Line Items and Pricing						
EPA	Characteristic/Compound	Chemical	Chemical Regulatory	Potential	Price Per	Price Per Estimated	Total Price
Hazardous		Abstract Level	Level	Methods	Sample	Number of	For Estimated
Waste Number		Number	mg/L	EPA		Performances Per Year	Number
	Uranium	7440-61-1			200.8		
	Zinc	7440-66-6		6010B			
Contract Li	Contract Line Item Number 24				0	2	\$0
	Surcharge For Expedited Service when		NHAG performs sampling	Per Analysis		•	

CONTRACT TOTAL

\$9,995

STATE OF NEW HAMPSHIRE THE ADJUTANT GENERAL'S DEPARTMENT

EXHIBIT B, P37 AGREEMENT THE CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF PAYMENT

SUBJECT: Hazardous Waste and Environmental Sample Analysis 2013

The Contract Price

The Adjutant General's Department will pay the contractor a maximum total of \$9,995.00. This amount shall not be exceeded without issuance of an amendment to this agreement and approval by the Governor and Executive Council of the State of New Hampshire.

Method of Payment

Payment will be made within 30 days after receipt of a proper invoice. Payment shall be made by mailing a bank draft to the address specified in the General Provisions 1.4 of this agreement.

Invoices will be submitted by the Contractor to: The Adjutant General of New Hampshire, NGNH-CS-ENV (ATTN: Zachary Boyajian), 1 Minuteman Way, Concord, New Hampshire 03301.

Terms of Payment

The Adjutant General's Department will pay the contractor based on invoiced services performed and after approved tests results and chain of custody documentation have been provided. Invoiced prices shall be based on price per sample for the Contract line Item Number specified in Exhibit A-1. Prices for any unspecified analytical services will be mutually agreed upon by the contractor and the NHAG prior to the Contractor performing the service.

Exhibit B Page (1) of (1)

		•
	·	

STATE OF NEW HAMPSHIRE THE ADJUTANT GENERAL'S DEPARTMENT

EXHIBIT C, SPECIAL PROVISIONS

SUBJECT: Hazardous Waste and Environmental Sample Analysis 2013

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 authorized representative. No individual shall be an authorized representative of the Contracting Officer unless he or she is so appointed in writing by the Contracting Officer, in which case such written appointment shall be provided to the Contractor.
- 3. The Contractor shall be responsible to correct, at his own cost and expense, defective work, or damaged property when defects and damage are caused by the Contractor's employees, equipment or supplies. The Contracting Officer may withhold all, or part of, payments due to the Contractor until defective work or damaged property caused by the Contractor, his employees, equipment or materials, is placed in satisfactory condition
- 4. General Provisions are amended as follows:
- a. **Provision 7. PERSONNEL. Sub-part 7.2:** Delete the period at the end of the provision and add the following:

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

- b. Provision 9. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION.: Add the following sub-part:
- 9.4 Between the Effective Date and three (3) years after the Completion Date, as often as the State or Federal Government shall demand, the Contractor shall make available for audit purposes, all records that pertain to this Agreement. Upon demand the contractor shall provide copies of such documents which may include, invoices, payrolls, records of personnel, and other information relating to all matters covered in this agreement.

5. ADD the following as Special Provisions:

A. **NONDISCRIMINATION**: The Contractor/Vendor covenants and agrees that no person shall be denied benefits of, or otherwise be subjected to

discrimination in connection with the Contractor/Vendor's performance under this MCA, on the ground of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, the Contractor/Vendor covenants and agrees to comply with the following:

- a. Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and DOD regulations (32 CFR Part 300) issued thereunder;
- b, Executive Order 11246 and Department of Labor regulations issued thereunder (41 CFR Part 60);
- c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and DOD Regulations issued thereunder (32 CFR Part 56); and
- d. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and regulations issued thereunder (45 CFR Part 90).
- B. LOBBYING: a. The Contractor/Vendor 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 Interim 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. § 1352) is incorporated by reference.
- C. **DRUG FREE WORK PLACE:** a. The Contractor/Vendor covenants and agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 701 et seq.) and maintain a drug-free workplace.
- b. The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28, Subpart f) to implement the provisions of the Drug-Free Workplace Act of 1988 is incorporated by reference and the Contractor/Vendor covenants and agrees to comply with all provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

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

the Safe Drinking Water Act (42 U.S.C 300H-3).

- E. **DEBARMENT AND SUSPENSION**: a. Contractor/Vendor shall not make any award or permit any award (sub-grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
- b. The Final Rule, Government wide Debarment and Suspension (Nonprocurement), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 25) to implement the provisions of Executive Order 12549, "Debarment and Suspension" is incorporated by reference and the Contractor/Vendor covenants and agrees to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.
- F. HATCH ACT: The recipient agrees to comply with the Hatch Act (5 U.S.C. 1501 1508 and 7324 7328), as implemented by the Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.
- G. EQUAL EMPLOYMENT OPPORTUNITY: (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees). Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).
- H. COPELAND "ANTI-KICKBACK" ACT: The Contractor/Vendor covenants and agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 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 or 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.
- I. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: The recipient agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards (40 U.S.C. 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 1/2 times the basic rate of pay. This Act is applicable to any construction contract awarded in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.

- J. USE OF UNITED STATES FLAG CARRIERS: 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. 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).
- K. NATIONAL HISTORIC PRESERVATION: (Any construction, acquisition, modernization, or other activity that may impact a historic property.) The recipient agree to identify to the awarding agency any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide any help the awarding agency may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470, et seq.), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR Part 800 and Executive Order 11593 (3 CFR, 1971-1975 Comp., p. 559). (36 CFR Part 800 requires Grants Officers to get comments from the Advisory Council on Historic Preservation before proceeding with Federally assisted projects that may affect properties listed on or eligible for listing on the National Register of Historic Places.)
- L. BUY AMERICAN ACT: The recipient 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 on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

M. RELOCATION AND REAL PROPERTY ACQUISITION:

The recipient assures that it will comply with 49 CFR part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and regulations issued thereunder (49 CFR Part 24). The Act 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.

P-37 AGREEMENT - EXHIBIT D

NHARNG environmental Management System (eMS) ISO 14001: 4.4.2 Competency, Training and Awareness Notice for Contractors and Contractor Employees

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:

- Heating, Ventilation and Air Conditioning (HVAC)
- Ground Vehicle Maintenance and Repair
- JP-9 Use and Storage at the Army Aviation Support Facility (AASF)
- Vehicle Travel (fleet) Between Work Stations

These 4 significant aspects and their associated impacts are closely monitored by the NHARNG. Objectives and associated target completion dates have been developed to reduce the environmental impacts from HVAC activities. 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.

AASF JP-8 Use and Storage

The NHARNG is committed to reducing environmental impacts from fueling operations. If you perform on-site fueling activities at the AASF, you must be aware that this facility is covered by an Integrated Contingency Plan (ICP). Spills of fuel must be reported as indicated on the Spill Chart and Hazardous Waste Emergency Notification Form. Fueling activities may only be performed by personnel who have been trained according the functions performed. Personnel dispensing fuels are responsible for cleaning up any spills that occur during fueling activities.

Page 1 of 2 Version 5: 28 January 2013

P-37 AGREEMENT - EXHIBIT D

NHARNG environmental Management System (eMS) ISO 14001: 4.4.2 Competency, Training and Awareness Notice for Contractors and Contractor Employees

HVAC (Heating, Ventilation, and A/C)

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

Ground Vehicle Maintenance and Repair

The NHARNG is committed to reducing hazardous waste generation by ground vehicle maintenance and repair through pollution prevention and waste minimization. Hazardous wastes generated by your vehicle maintenance and repair activities must be disposed in accordance with contract provisions and regulatory requirements.

Vehicle Travel (fleet) Between Work Stations

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

Significant aspects likely to be affected by contractor's activities, products, or services: (To be discussed at the Kickoff meeting)

Review of specific contract provisions related to environmental aspects: (To be discussed at the Kickoff meeting)

Contact Information:

NHARNG Environmental Program Mgr.: Mr. Zachary Boyajian (603) 227-1439 NHARNG State Environmental Specialist: Ms. Eileen F. Chabot (603) 225-1211

Resources:

NHARNG Integrated Cultural Resources Management Plan (ICRMP) - Statewide Integrated Contingency Plan (ICP) - Facility specific; established for the State Military Reservation, Manchester RC / FMS, Army Aviation Support Facility (AASF) NHARNG Hazardous Waste Management Plan (HWMP) - Statewide

Page 2 of 2 Version 5: 28 January 2013

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Absolute Resource Associates LLC is a New Hampshire limited liability company formed on February 4, 2010. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of December, A.D. 2012

William M. Gardner Secretary of State

"CORPORA	ATE CERTIFICATE"
I, (Name) Cliff Chase Secretary/LLC Member of (Corporation)	hereby certify that I am duly elected Absolute Resource Associates, LLC.
I hereby certify the following is a true copy of Directors of the Corporation, on	of a vote adopted by unanimous consent of the Board
and other instruments; and to enter into con-	C Sylvester is duly authorized to deeds, mortgages, leases, promissory notes, checks tracts or execute and deliver any instrument in the ner authorized to execute any documents which may effect the purpose of this vote.
	mended or repealed and remains in full force and and that (Name) Susan C. Sylvester C. Manager of this Corporation.
+	ATTEST: (Corporate Secretary/LLC Member)
CORPORATE SEAL	DATE: 2/4/2013
+	ATTEST: (Notary Public) TRACIE L. BEEDE, Notary Public My Commission Expires April 23, 2013 COMMISSION EXPIRES:
	DATE:
NOTARY SEAL	
(NOTE: IF COMPANY IS NOT INCORPO	RATED, PLEASE CHECK THE BOX .)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/01/2013

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 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	NAME:	
Braley & Wellington Insurance Agency Corp.	PHONE (A/C, No, Ext): (508) 754-7255 FAX (A/C, No): (508) 7	797-3507
44 Park Avenue	E-MAIL ADDRESS:	
P.O. Box 15127	INSURER(S) AFFORDING COVERAGE	NAIC #
Worcester, MA 01615-0127	INSURER A: Crum & Forster	
INSURED Absolute Resource Associates, LLC	INSURER B: Central Ins.Co.	·
124 Heritage Ave Suite 16	INSURER C: Pratorian Ins.Co.	
Portsmouth, NH 03801	INSURER D :	
	INSURER E :	
	INSURER F:	
ACCUSED ACCUSED AND ACCUSED AND ACCUSED AND ACCUSED AND ACCUSED ACCUSED ACCUSED AND ACCUSED AC	DEMONSTRUCTURED	

COVERAGES CERTIFICATE NUMBER: 12-14 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		SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	GENERAL LIABILITY			CLP9578156	02/01/2013	02/01/2014	EACH OCCURRENCE	\$	1,000,000
	X COMMERCIAL GENERAL LIABILITY			WAIVER OF SUBROGATION			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000
	CLAIMS-MADE X OCCUR			NOT ON PROFESSIONAL.			MED EXP (Any one person)	\$	5,000
A	X Contr.Pollution		X				PERSONAL & ADV INJURY	\$	1,000,000
	X Professional Liab						GENERAL AGGREGATE	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	1,000,000
	X POLICY PRO- JECT LOC							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	ANY AUTO			BAP9578157	02/01/2013	02/01/2014	BODILY INJURY (Per person)	\$	
В	X ALL OWNED X SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
								\$	
	X UMBRELLA LIAB X OCCUR				02/01/2013	02/01/2014	EACH OCCURRENCE	\$	1,000,000
A	EXCESS LIAB CLAIMS-MADE			WAIVER OF SUBRO			AGGREGATE	\$	1,000,000
	DED RETENTION \$ 10,000			TBD				s	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EQB0101052	05/02/2012	05/02/2013	X WC STATU- TORY LIMITS ER		
_ ا	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		NEW YORK INCLUDED			E.L. EACH ACCIDENT	\$	1,000,000
١,	(Mandatory in NH)	N/A	SI	JE SYLVESTER- EXCLUDED	Class code	8601 incl	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		(GUY SYLVESTER-EXCLUDED			E.L. DISEASE - POLICY LIMIT	\$	1,000,000
				BLANKET WAIVER					
				OF SUBROGATION					
	ODINE OF ORED PROVINCE A CONTROL OF THE PROVINCE AND THE								

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

B Business Personal Property: \$860,000 1000. ded.

Holder is listed as additional insured

CERTIFICATE HOLDER	CANCELLATION
NH Army National Guard State of New Hampshire, Adjutant General's	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Department Department	AUTHORIZED REPRESENTATIVE Comp Carelina Comp
1 Minuteman Way	
Concord, NH 03301	Amy Gagliardi/AMY

© 1988-2010 ACORD CORPORATION. All rights reserved.

		•

Coverage General Aggregate Products/Completed Ops	Limits 2,000,000 1,000,000	Ded/Ded Type	Rate	Premium	Factor
Aggregate Personal & Advertising Injury	1,000,000				
Each Occurrence Fire Damage Medical Expense Employee Benefits	1,000,000 50,000 5,000 2/1				

		•