



STATE OF NEW HAMPSHIRE  
THE ADJUTANT GENERAL'S DEPARTMENT

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

4 *Dr*

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

Carolyn J. Protzmann, Brigadier General  
*Deputy Adjutant General*

Stephanie L. Milender  
*Administrator*

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April 29, 2014

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

REQUESTED ACTION

The Adjutant General's Department respectfully requests approval to enter into a contract agreement with Absolute Resource Associates, LLC of Portsmouth New Hampshire (#159136) in the amount of \$37,525.00 for the purpose of hazardous waste and environmental sample analysis for the period of Governor and Council approval through June 30, 2017. **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:

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

Fiscal Year 2014	10-01200-22620000-102-500731	Contracts for Program Services	\$1,975.00
Fiscal Year 2015	10-01200-22620000-102-500731	Contracts for Program Services	\$11,850.00
Fiscal Year 2016	10-01200-22620000-102-500731	Contracts for Program Services	\$11,850.00
Fiscal Year 2017	10-01200-22620000-102-500731	Contracts for Program Services	\$11,850.00
		<b>Total</b>	<b><u>\$37,525.00</u></b>

EXPLANATION

This proposed contract agreement is to provide for hazardous waste determination and other environmental testing, such as wastewater discharges at various state-owned facilities of the Adjutant General's Department. The New Hampshire Code of Administrative Rules, Env-Wm 502.01 requires generators of waste to determine if their waste is hazardous.

Analytical testing is one of the two specified methods allowed to perform these such waste 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.

April 29, 2014

The Public Notice for this bid request ran in the Concord Monitor from February 24, 2014 through February 26, 2014, and eleven requests for proposals were sent out. Three (3) bid proposals were received in response to the bid request. The proposals were evaluated by three members of the Environmental staff of the Adjutant General's Department using the Best Value Evaluation (rating) Procedure, which was provided in the bid solicitation. Absolute Resource Associates was determined to provide the Best Value based on both its ranking and lower price.

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%. 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, III  
Major General, NH National Guard  
The Adjutant General

Subject:


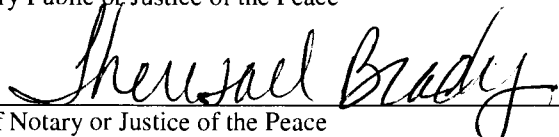

Hazardous Waste and Environmental Sample Analysis 2014-2017

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Adjutant General's Department		1.2 State Agency Address 1 Minuteman Way, Concord, NH 03301-5607	
1.3 Contractor Name Absolute Resource Associates, LLC		1.4 Contractor Address 124 Heritage Ave. #16 Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-436-2001	1.6 Account Number 10-01200-22620000-102-500	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$37,525.00
1.9 Contracting Officer for State Agency Stephanie L. Milender, Administrator III		1.10 State Agency Telephone Number (603) 225-1361	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Susan C. Sylvester, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>4/16/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Theresa I Brady - Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Stephanie L. Milender, Administrator III	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>W.K. Brun</u> On: <u>5/2/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ 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 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 2014-2017.

**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,



- 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.

## **6. 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.

## **7. 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.

## **8. ADJUTANT GENERAL'S DEPARTMENT POINTS OF CONTACT**

Zachary Boyajian, Environmental Program Manager (Primary)  
NGNH-FMO-ENV  
1 Minuteman Way  
Concord, NH 03301-5607  
603-227-1439  
[zachary.l.boyajian.nfg@mail.mil](mailto: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](mailto:kevin.l.womack10.nfg@mail.mil)

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

### **9. PERIOD OF PERFORMANCE**

This Contractor will provide analytical services as outlined for the period from contract approval (Governor and Executive Council approval expected May 2014) to June 30, 2017.

New Hampshire Adjutant General's Department EXHIBIT A-1  
 Hazardous Waste and Environmental analysis 2014-2017  
 Contract Line Items and Pricing

EPA Hazardous Waste Number	Characteristic/Compound	Chemical Abstract Number	Regulatory Level mg/L	Potential Methods EPA	Price Per Sample	Estimated Number of Performances Per Year	Total Price For Estimated Number
<b>Contract Line Item Number 1</b>							
D001	Ignitability (Flash Point)		<141 Deg. F	1010A/1020A	\$30	24	\$720
<b>Contract Line Item Number 2</b>							
D002	Corrosivity (pH)			9040B/9045C	\$15	6	\$90
<b>Contract Line Item Number 3</b>							
NH02	NH Corrosive Solid (NHCAR Part Env-Wm 403.04 (b) (3))			SW-846	\$20	1	\$20
<b>Contract Line Item Number 4</b>							
D003	Reactivity				\$40	1	\$40
	Releasable Cyanide			SW846 7.3.3.2			
	Releasable Sulfide			SW846 7.3.4.2			
<b>Contract Line Item Number 5</b>							
	TCLP Characteristic Metal Wastes				\$120	12	\$1,440
D004	Arsenic	7440-38-2		1311			
D005	Barium	7440-39-3		5 6010C			
D006	Cadmium	7440-43-9		100 6010C			
D007	Chromium	7440-47-3		1 6010C			
D008	Lead	7439-92-1		5 6010C			
D009	Mercury	7439-97-6		5 6010C			
D010	Selenium	7782-49-2		0.2 6010C/7470A/7471B/7472			
D011	Silver	7440-22-4		1 6010C			
<b>Contract Line Item Number 6</b>							
	Individual TCLP Characteristic Metal				\$70	2	\$140
				1311			
				See Above			
<b>Contract Line Item Number 7</b>							
	TCLP VOCs Characteristic Wastes To include				\$195	12	\$2,340
D018	Benzene	71-43-2		1311/8260B			
D019	Carbon Tetrachloride	56-23-5		0.5 8260B			
D021	Chlorobenzene	108-90-7		0.5 8260B			
D022	Chloroform	67-66-3		100 8260B			
D027	1,4 Dichlorobenzene	106-46-7		6 8260B			
D028	1,2 Dichloroethane	107-06-2		7.5 8260B			
D029	1,1 Dichloroethylene	75-35-4		0.5 8260B			
D035	Methyl Ethyl Ketone	78-93-3		0.7 8260B			
D039	Tetrachloroethylene	127-18-4		200 8260B			
D040	Trichloroethylene	79-01-6		0.7 8260B			
D043	Vinyl Chloride	75-01-4		0.5 8260B			
				0.2 8260B			

New Hampshire Adjutant General's Department EXHIBIT A-1  
 Hazardous Waste and Environmental analysis 2014-2017  
 Contract Line Items and Pricing

EPA Hazardous Waste Number	Characteristic/Compound	Chemical Abstract Number	Regulatory Level mg/L	Potential Methods EPA	Price Per Sample	Estimated Number of Performances Per Year	Total Price For Estimated Number
<b>Contract Line Item Number 10</b>	TCCLP semi VOC's Characteristic Waste to include						
D023	o-Cresol	95-48-7		200 8270D	\$200	6	\$1,200
D024	m-cresol	108-39-4		200 8270D			
D025	p-cresol	106-44-5		200 8270D			
D026	Cresol	1319-77-3		200 8270D			
D030	2,4 Dinitrotoluene	121-14-2		0.13 8270D			
D032	Hexachlorobenzene	118-74-1		0.13 8270D			
D033	Hexachlorobutadiene	87-68-3		0.5 8270D			
D034	Hexachloroethane	67-72-1		3 8270D			
D036	Nitrobenzene	98-95-3		2 8270D			
D037	Pentachlorophenol	87-86-5		100 8270D			
D038	Pyridine	110-86-1		5 8270D			
D041	2,4,5-Trichlorophenol	95-95-4		400 8270D			
D042	2,4,6-Trichlorophenol	88-06-2		2 8270D			
<b>Contract Line Item Number 11</b>	Total Halogens			9023 or 9020	90	12	\$1,080
<b>Contract Line Item Number 12</b>	BTU Value				\$130	1	\$130
<b>Contract Line Item Number 13</b>	Percent Sulfur Content			ASTM D240	\$40	1	\$40
<b>Contract Line Item Number 14</b>	Oil and grease in solids sediments & sludges			ASTM D129-64	\$60	4	\$240
<b>Contract Line Item Number 15</b>	Oil and Grease			9071B	\$50	8	\$400
<b>Contract Line Item Number 16</b>	Non-polar Material (TPH)			1664 SGT-HEM	50	4	\$200
<b>Contract Line Item Number 17</b>	Diesel or Gasoline Range Organics (DRO/GRO)			8015B	50	2	\$100
<b>Contract Line Item Number 18</b>	Volatitle Organic Compounds in soil			8260B	\$115	2	\$230
<b>Contract Line Item Number 19</b>	Polynuclear Aromatic Hydrocarbons in Soil			8270D	\$135	2	\$270

New Hampshire Adjutant General's Department EXHIBIT A-1  
 Hazardous Waste and Environmental analysis 2014-2017  
 Contract Line Items and Pricing

EPA Hazardous Waste Number	Characteristic/Compound	Chemical Abstract Number	Regulatory Level mg/L	Potential Methods EPA	Price Per Sample	Estimated Number of Performances Per Year	Total Price For Estimated Number
<b>Contract Line Item Number 20</b>					\$70	12	\$840
	TOTAL RCRA Metals (See Item 5)						
<b>Contract Line Item Number 21</b>				6010C/7471B	\$115	12	\$1,380
	TOTAL RCRA VOCs (See Item 7)						
<b>Contract Line Item Number 22</b>				8260B	\$150	4	\$600
	TOTAL RCRA Semi-VOCs (See Item 8)						
<b>Contract Line Item Number 23</b>				8270D	175	2	\$350
	Drinking Water Prep						
	Aluminum			6010C			
	Arsenic	7429-90-5		6010C			
	Barium	7440-38-2		6010C			
	Beryllium	7440-39-3		6010C			
	Cadmium	7440-41-7		6010C			
	Chromium	7740-43-9		6010C			
	Copper	7440-47-3		6010C			
	Iron	7440-50-8		6010C			
	Lead	7439-89-6		6010C			
	Manganese	7439-92-1		6010C			
	Mercury	7439-96-5		6010C			
	Nickel	7439-97-6		6010C/7470A/7471B/7472			
	Selenium	7440-02-0		6010C			
	Silver	7782-49-2		6010C			
	Uranium	7440-22-4		6010C			
	Zinc	7440-61-1		6010C	200.8		
		7440-66-6		6010C			
<b>Contract Line Item Number 24</b>	Surcharge For Expedited Service						
				Per Analysis		2	\$0

CONTRACT TOTAL

\$11,850

**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 2014-2017

**The Contract Price**

The Adjutant General's Department will pay the contractor a maximum total of \$37,525.00. 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-FMO-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.

**STATE OF NEW HAMPSHIRE  
THE ADJUTANT GENERAL'S DEPARTMENT**

**EXHIBIT C, P-37 AGREEMENT  
SPECIAL PROVISIONS**

**SUBJECT:** Hazardous Waste and Environmental Sample Analysis 2014-2017

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.

**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 per person bodily injury liability, \$500,000 per occurrence bodily injury liability and \$50,000 property damage liability.

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

**Section 803: 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 {3 CFR, 1964-1965 Comp. pg. 339}, as implemented by Department of Labor regulations at 41 CFR part 60.
- c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DoD regulations at 32 CFR part 196.
- d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.
- e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 45.

**Section 804: 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.

**Section 805: Drug-Free work Place.**

The Grantee covenants and agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements sec. 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.).

**Section 806: 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 thereunder;
- (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:

- (1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g.,

physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

(2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.

(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).

#### **Section 807: 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).

#### **Section 808: Debarment and Suspension.**

The state covenants and agrees to comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR part 180, as implemented by the DoD in 2 CFR Part 1125. The Grantee agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the Grantee enters into transactions that are "covered transactions" under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR Part 1125.

#### **Section 809: 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 EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

**Section 810. 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.

**Section 811: 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.

**Section 812: 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.

STATE OF NEW HAMPSHIRE  
THE ADJUTANT GENERAL'S DEPARTMENT

EXHIBIT D - Environmental Management System  
Notice for Contractors and Contractor employees

SUBJECT: Hazardous Waste and Environmental Sample Analysis 2014-2017

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
- Solid Waste and Recycling
- Vehicle Travel (fleet) Between Work Stations

These 3 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 Energy Use by Heating Ventilation and Air Conditioning (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.

### **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, 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 equipment will seek the most energy efficient technology within the scope of the contract.

### **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.

### **Solid Waste and Recycling**

The NHARNG is committed to diverting waste through recycling efforts. Contracts that include the disposal of waste will seek the highest level of reuse and recycling within the scope of the contract. All levels of recycling specified in the contract will be achieved and documented. The documentation of recycling and reuse will be submitted to the NHARNG in accordance with contract specifications. Executive Order 13514 specifies that at least 50 percent of construction and demolition materials and debris and at least 50 percent of non-hazardous solid waste must be diverted. Diverting means redirecting materials that might otherwise be placed in the waste stream to recycling or recovery.

**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 Environmental Compliance Specialist: Ms. Rebecca Martin (603) 227-5124

### **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  
Executive Order 13514  
Executive Order 13423

# 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 November 15, 2000. 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 14<sup>th</sup> day of April, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

STATE OF NEW HAMPSHIRE  
THE ADJUTANT GENERAL'S DEPARTMENT

"CORPORATE CERTIFICATE"

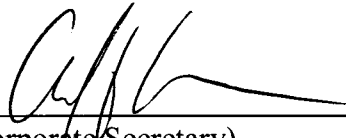
I, (Name) Cliff Chase hereby certify that I am duly elected  
Secretary of (Corporation) Absolute Resource Associates LLC.

I hereby certify the following is a true copy of a vote adopted by unanimous consent of the Board  
of Directors of the Corporation, on Apr. 14, 2014.

VOTED: That (Name) Susan C. Sylvester is duly authorized to enter into a  
specific contract namely "Hazardous Waste and Environmental Sample Analysis 2014-2017"  
with the State of New Hampshire, Adjutant General's Department and further authorized to  
execute any documents which may in his judgment be desirable or necessary to effect the  
purpose of this vote.

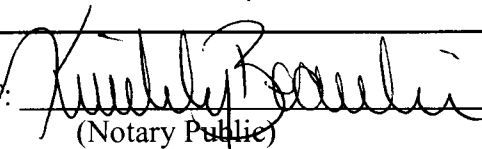
I hereby certify that said vote has not been amended or repealed and remains in full force and  
effect as of (Date) April 14, 2014 and that (Name) Susan C. Sylvester  
is duly elected (Title) President of this Corporation.

+

ATTEST:   
(Corporate Secretary)

DATE: 4/14/14

CORPORATE SEAL

ATTEST:   
(Notary Public)

KIMBERLY BEAULIEU, Notary Public  
My Commission Expires January 27, 2015

COMMISSION EXPIRES: \_\_\_\_\_

DATE: 4/14/14

+

NOTARY SEAL

(NOTE: IF COMPANY IS NOT INCORPORATED, PLEASE CHECK THE BOX  .)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/23/2014

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).

<b>PRODUCER</b> Braley & Wellington Insurance Agency 44 Park Avenue P.O. Box 15127 Worcester MA 01615-0127		<b>CONTACT NAME:</b> Amy Gagliardi <b>PHONE (A/C No. Ext):</b> (508) 754-7255 <b>FAX (A/C No.):</b> (508) 797-3507 <b>E-MAIL ADDRESS:</b> agagliardi@braleywellingtongroup.com	
<b>INSURED</b> Absolute Resource Associates LLC 124 Heritage Ave Suite 16 Portsmouth NH 03801		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Crum & Forster INSURER B: Central Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**                      **CERTIFICATE NUMBER:** 14-15 all lines                      **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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>		EPK101082	2/1/2014	2/1/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contractors Pollution					PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> Per Occurrence					GENERAL AGGREGATE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
B	<b>AUTOMOBILE LIABILITY</b>		BAP9578157	2/1/2014	2/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						Medical payments \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		EFX100373	2/1/2014	2/1/2015	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ N/A					\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		WC9581486	5/2/2013	5/2/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Errors &amp; Omissions</b>		EPK101082	02/01/2014	02/01/2015	Claims-Made \$1,000,000

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

<b>CERTIFICATE HOLDER</b>  zachary.1.boyajian.nfg@mai  NH Army National Guard State of New Hampshire, Adjutant General' Department 1 Minuteman Way Concord, NH 03301	<b>CANCELLATION</b>  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  Amy Gagliardi/AMY
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## ADDITIONAL COVERAGES

Ref #	Description General Liability	Coverage Code	Form No.	Edition Date
Limit 1 2,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Employee Benefits	Coverage Code EBLIA	Form No.	Edition Date
Limit 1 2/1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Uninsured motorist combined single limit	Coverage Code UMCSL	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Voluntary compensation	Coverage Code VOL	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

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**State of New Hampshire  
Adjutant General's Department  
"Best Value for the State" Evaluation Procedure  
Hazardous Waste and Environmental Sample Analysis 2014 -2017**

New Hampshire Adjutant General's Department will evaluate proposals of potential service providers for Hazardous Waste and Environmental Sample Analysis 2014 - 2017 to determine the "Best Value for the State". The Best Value determination will include a composite of performance factors and cost using the criteria out line below. Each company will be provided a ranking for each criterion determined by the two primary personnel at the Adjutant Generals Department using the contract. A composite of the individual criteria rankings will be developed for each company. The company with the highest composite ranking will be determined to provide the best value for the Government.

**RANKING CRITERIA**

- 1) Companies must provide documentation of accreditation such as National Environmental Laboratory Accreditation Program (NELAC) for the analysis requested in their Proposals. Companies will be ranked based on the number of analysis in Exhibit A-1 with documentation of accreditation provided. Companies with the most accredited analysis will be ranked highest.
- 2) Subcontracting: Companies must provide a list of subcontracted analysis from Exhibit A-1. Companies will be ranked based on the number of subcontracted analysis. The company with the highest number of subcontracted analysis will be ranked lowest.
- 3) Companies will be ranked in by the demonstrating that the ability to provide the analysis reporting requirements identified in Section6 Results Report of Exhibit A. Companies must provide an example analysis report. The company providing the most requested reporting information will be ranked highest.
- 4) Delivery and pick of Sampling Container response time. Companies will be rank based on the expected response time to provide sample containers for analysis and pick up of Sample containers for analysis. Same Day, Next Day and potential Number of Hours for Delivery/pick up will be evaluated. Time in Transit will be used in ranking companies with Same Day and Next day Response times. Time in Transit will be determined using MAP Quest. The Company with the Best response time will be ranked the highest.
- 5) Cost: Cost will be provided using Exhibit A-1. Companies must complete Exhibit A-1 (Testing Needs 2014-2017.xls). Total Cost in the sum of the total Price for the estimated number of each contract Line item. The Company with the lowest Total cost will be ranked highest.

**TOTAL RANKING**

A spreadsheet will be developed to record criteria ranking and total ranking for each company. The spreadsheet will include the measurements used to establish the criteria ranking. Each company who provides an accepted proposal will be listed on one axis of the sheet with the criteria on the other axis. Total ranking will be established by calculated the sums of the individual criteria and ranked from highest sum to lowest. A place for comments will be provided. The Adjutant General's Department will make a final determination based on ranking and cost.

NGNH-FMO-ENV

February 19, 2014

Memorandum For Record

SUBJECT: Request for bids for Hazardous Waste and Environmental Sample Analysis 2014-2017 were sent to the following on the noted date:

Jeff Gagne  
Eastern Analytical inc.  
[jeffg@eailabs.com](mailto:jeffg@eailabs.com)

February 19, 2014

Mike Curran.  
Chemsolve  
[Mike@chemsvelab.com](mailto:Mike@chemsvelab.com)

February 19, 2014

AMRO Environmental Laboratories Corporation  
[info@amrolabs.com](mailto:info@amrolabs.com)  
Lucian Borduz [[lucian.borduz@gmail.com](mailto:lucian.borduz@gmail.com)]

February 19, 2014  
February 20, 2014

Absolute Resource Associates  
Sue Silvester & Guy Silvester  
[sues@absoluteresourceassociates.com](mailto:sues@absoluteresourceassociates.com)  
[guys@absoluteresourceassociates.com](mailto:guys@absoluteresourceassociates.com)

February 19, 2014  
February 19, 2014

Analytics Environmental Laboratory LLC  
Stephen Knollmeyer  
Vice President Technical Sales  
[Sknollmeyer@alphalab.com](mailto:Sknollmeyer@alphalab.com)

February 20, 2014

Aquarian Analytical Inc  
[frontdesk@aquarianlabs.com](mailto:frontdesk@aquarianlabs.com)

February 19, 2014

Construction Summary  
Bob Morin [bmorin@constructionsummary.com](mailto:bmorin@constructionsummary.com)

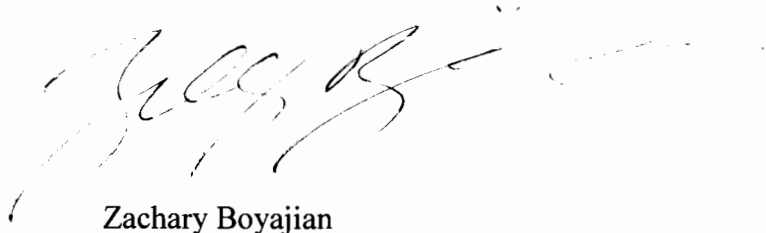
February 25, 2014

EMSL Analytical, Inc.  
Jason Buffington [contracts@emsl.com](mailto:contracts@emsl.com)

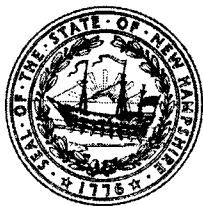
February 28, 2014

PSC Environmental  
Amanda Wuoti  
[Amanda.wuoti@pscnow.com](mailto:Amanda.wuoti@pscnow.com)

March 4, 2014

A handwritten signature in black ink, appearing to read 'Zachary Boyajian', written in a cursive style.

Zachary Boyajian  
NH Adjutant Generals Department  
Environmental Program Manager



**STATE OF NEW HAMPSHIRE  
THE ADJUTANT GENERAL'S DEPARTMENT**

**BUSINESS ADMINISTRATION  
STATE MILITARY RESERVATION  
1 MINUTEMAN WAY  
CONCORD, NEW HAMPSHIRE 03301-5607**

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

Carolyn Protzmann, Brigadier General  
*Deputy Adjutant General*

Stephanie L. Milender  
*Administrator*

Phone: 603-225-1360  
Fax: 603-225-1341  
TDD Access: 1-800-735-2964

NGNH-FMO-ENV

April 30, 2014

Memorandum for the Record

Subject: Proposals Received, Best Value for the State Evaluation Results and Decision  
Hazardous Waste and Environmental Sample Analysis Contract 2014-2017

The following companies submitted written proposals by the required 4:00 p.m. deadline of Friday, March 14, 2014.

The bid packages were evaluated in accordance with a Best Value Method Rating by three members of the Environmental Staff.

For the purposes of this bid, the highest composite ranking determined the best value for the State of New Hampshire. The rating method was provided in the bid package to all potential vendors.

<u>Company</u>	<u>Composite Ranking</u>	<u>Price per Contract Year</u>
Eastern Analytical, Inc.	29	\$15,845.50
<b>ABSOLUTE RESOURCE ASSOCIATES, LLC</b>	<b>29</b>	<b>\$11,850.00</b>
ChemServe	28	\$10,912.12

Eastern Analytical, Inc. and Absolute Resource Associates, LLC tied in the points rating for providing a best value, and Absolute Resource Associates, LLC was chosen based on the lower cost presented in their bid submission.

Zachary Boyajian  
The Adjutant General's Department  
Environmental Program Manager

Rating/Ranking of Bid Submissions  
Hazardous Waste and Environmental Sample Analysis Bids

	<u>W</u>	<u>B</u>	<u>M</u>	Cummulative <u>Ranking</u>	<u>Cost</u>
<b>Absolute Resource Associates</b>	<b>9</b>	<b>10</b>	<b>10</b>	<b>29</b>	<b>\$ 11,850.00</b>
Eastern Analytical	11	9	9	29	\$ 15,845.50
Chem Serve	9	10	9	28	\$ 10,913.12

## **THE ADJUTANT GENERAL'S DEPARTMENT**

### **Hazardous Waste and Environmental Sample Analysis 2014**

#### **Evaluation Panel Background Information**

B – Bachelor of Science in Natural Resource studies; Masters of Science in Resource Management and Administration. He has been working for the Adjutant Generals 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 Mr. Boyajian has performed duties as managing underground and aboveground storage tanks, spill prevention control and countermeasures plans, air emissions, stormwater, and drinking water programs.

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, Stormwater, wastewater and drinking water compliance management. Prior to this position Mr. Womack worked for the Adjutant Generals Department Veterans Cemetery as an office support staff.

M – Bachelor of Science, Ecology and Environmental Science; Masters of Science, Ecology and Environmental Science. She has been working for the NH Adjutant General's Department for 3 years and currently serves as the Compliance Specialist and manages the Air Compliance program. She is responsible for assessing environmental programs through the Environmental Performance Assessment System, including the Hazardous Waste Management Program.