



The State of New Hampshire
Department of Environmental Services

MAY 28 '15 AM 11:48 DAS



Thomas S. Burack, Commissioner

May 26, 2015

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

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into a **SOLE SOURCE** contract with the Northeast Waste Management Officials' Association (NEWMOA) (Vendor # 161803), Boston, Massachusetts, in the amount of \$100,811.00 to provide funding for the Northeast Regional Pollution Prevention (P2) Information Center, effective upon Governor and Council approval through June 30, 2016. 100% Federal funds.

Funding is available in the account as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. Funding for FY' 16 is contingent upon continuing appropriation and availability of funds.

	<u>FY 2015</u>	<u>FY2016</u>
03-44-44-440010-5009-102-500731	\$25,811	\$75,000
Dept of Environmental Services, Northeast Regional P2 Center, Contracts for Program Services		

EXPLANATION

This is a **sole source** contract because US Environmental Protection Agency's (USEPA) Office of Chemical Safety & Pollution Prevention has authorized DES to receive grant funds on behalf of the Northeast Waste Management Official's Association (NEWMOA), with the requirement that the department would enter into a contract with NEWMOA for \$100,811 to continue this regionally-based P2 project. NEWMOA is not eligible to directly receive USEPA funds for this project.

This project involves the continued administration, by NEWMOA, of a regional electronic data center designed to provide the assistance programs in the Northeast states (such as the DES Pollution Prevention Program and Small Business Technical Assistance Program) with information on the latest pollution prevention practices and technologies. This information is then used to help NH's small businesses run more efficiently, saving money and preventing pollution. This center also enables the states to share information, which promotes efficiency and enhances trouble-shooting capacity. Activities under this project will include: overall website management; supporting state efforts to measure environmental outcomes; fostering

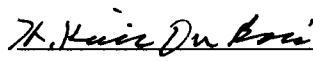
collaboration among states on green hospitality, sustainable lodging and green grocery stores; advancing the green chemistry social network; expanding the zero waste social network and existing core functions such as providing a national P2 news service; developing metrics to assess program performance; and providing a P2 library for state assistance programs, businesses and others.

NEWMOA is a nonprofit, nonpartisan interstate association. The membership is composed of state environmental agency directors of the hazardous waste, solid waste, waste site cleanup, pollution prevention, and underground storage tank programs in Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, and Vermont. NEWMOA was established by the governors of the New England states as an official interstate regional organization in accordance with Section 1005 of the federal Resource Conservation and Recovery Act (RCRA).

In addition to being specifically selected by EPA to receive grant funds through a competitive grant process, NEWMOA is also well-suited to carry out the projects as described. As New England's only interstate agency focused on solid and hazardous waste issues, NEWMOA is uniquely qualified to enter into this contract with DES. With its on-going workgroups and roundtables, NEWMOA is already skilled at bringing together state representatives in the areas of pollution prevention and solid and hazardous waste issues. As the current administrator of the Northeast P2 Information Center, NEWMOA is the right organization to continue to provide comprehensive pollution prevention information in a centralized format, on behalf of its members, the Northeast States.

This contract has been approved by the Office of the Attorney General as to form, execution and content. In the event that federal funds become no longer available, general funds will not be requested to support this program.

We respectfully request your approval.


for Thomas S. Burack
Commissioner

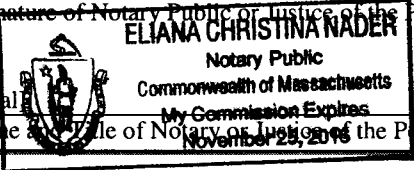
Subject: Northeast Regional Pollution Prevention Information Center (P2Rx) cont. **FORM NUMBER P-37 (version 1/09)**

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, New Hampshire	
1.3 Contractor Name Northeast Waste Management Official's Assn. (NEWMOA)		1.4 Contractor Address 129 Portland Street, 6th Floor, Boston, MA 02114	
1.5 Contractor Phone Number 617-367-8558	1.6 Account Number 03-44-44-440010-5009-102	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$100,811
1.9 Contracting Officer for State Agency Stephanie D'Agostino		1.10 State Agency Telephone Number 603-271-6398	
1.11 Contractor Signature <i>Terri Goldberg</i>		1.12 Name and Title of Contractor Signatory Terri Goldberg, Executive Director	
1.13 Acknowledgement: State of <u>Massachusetts</u> County of <u>Suffolk</u> On <u>04/16/2015</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  <i>Eliana Nader</i>		1.13.2 Name and Title of Notary or Justice of the Peace 	
1.14 State Agency Signature <i>Vicki V. Curran</i>		1.15 Name and Title of State Agency Signatory Thomas S. Burack, Commissioner	
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: <i>[Signature]</i> On: <u>5-16-2015</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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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

Contractor Initials *JLG*
Date *4/16/15*

EXHIBIT A

SCOPE OF SERVICES

Northeast Regional Pollution Prevention Information Center

1. Advancing Best Management Practices and Safer Alternatives in Commercial

Refrigeration: Under this Scope of Services, NEWMOA staff will educate northeast state P2 and sustainability programs via conference calls regarding best management practices (BMPs) for refrigeration systems, as well as opportunities for using greener refrigerants. NEWMOA staff will coordinate with state programs and EPA to develop and host a webinar for grocers and other commercial refrigeration operations on leak detection and repair, BMPs, ozone and climate friendly refrigerants, and leak-tight installation of commercial refrigeration. NEWMOA staff will work with the Regional Sustainable Grocery Initiative Workgroup, a workgroup of NEWMOA member state programs, to review and expand where necessary the operational and leak detection and repair BMPs in its model regional checklist. NEWMOA staff will identify data collection strategies for benchmarking and measuring refrigeration and energy use, and look to leverage existing measurement tools. NEWMOA will also promote EPA's GreenChill Program as part of the regional initiative.

2. Advancing Wet Cleaning in Garment Care: Under this Scope of Services, NEWMOA staff will organize and hold a webinar to highlight the "regrettable substitution" occurring in the dry cleaning industry. The webinar will include an examination of the research on available alternatives and the health and environmental concerns associated with each. Particular attention would be given to wet cleaning, highlighting its success and dispelling myths about the technology.

3. Fostering the National Sustainable Lodging Network: Under this Scope of Services, NEWMOA will manage the National Sustainable Lodging Network. The National Sustainable Lodging Network, www.sustainablelodging.org, is an online social network and information clearinghouse for sustainable hospitality practitioners. NEWMOA will perform the following activities to support the Network:

- Maintain the features of the site, provide content, and foster networking and communication among members
- Utilize the "Groups" feature within the Network to advance other activities related to sustainable hospitality, including EPA's WaterSense H2Otel Challenge Program, the Peaks to Prairies/WSPPN Green Casinos effort, and PPRC's Fats, Oils, and Grease work
- Solicit experts in the field to write "guest blogs" to feature on the Network
- Promote new content on the site through bi-weekly emails to network members
- Maintain the Green Lodging Calculator

4. Fostering the Green Chemistry Connection: Under this Scope of Services, NEWMOA will continue to maintain, add content, and foster networking and communication among members of the Green Chemistry Connection, www.greenchemconnect.org, a professional social network of green chemistry practitioners. The purpose of the social networking site is to advance green chemistry through networking and information sharing among interested

practitioners. NEWMOA will market the site to the national audience and target invitations to key stakeholders. NEWMOA will hold a webinar to introduce new users to the site and demonstrate the site's features.

5. Fostering a Social Network for Programs Striving Toward Zero Waste: Under this Scope of Services, NEWMOA will continue to maintain and expand the Zero Waste Connection, www.zerowasteconnection.org, a social networking site that supports the efforts of those managing zero waste programs at the federal, state, and local levels. The purpose of the site is to foster innovation in zero waste programs through the exchange of ideas in real-time. NEWMOA staff will market the website to a national audience, including targeted invitations to key stakeholders and will hold a webinar to walk new users through the site.

6. P2Rx Center Core Functions: NEWMOA will continue to maintain the core functions of the Northeast Regional Pollution Prevention Information Center including: maintaining a functioning website, updating database resources such as the P2 News, participating in the National Network through conference calls and meetings, marketing P2Rx resources, and responding to information requests as they are received.

7. Support of the National P2 Results Data System: The National P2 Results Data System is an online database designed to regionally aggregate P2 results data from public agencies and to make this information easily accessible. Under this Scope of Services, NEWMOA, in coordination with the other P2Rx Centers, will continue to support the National P2 Results Data System by:

- Managing the Region 1 and 2 components of the National P2 Results Data System
- Answering questions from state and local programs as they enter their data
- Managing login credentials for participating programs
- Using the System to track the activities and outcomes associated with the Center's activities

Deliverables

There are a number of deliverables that will be fulfilled under this Scope of Services in support of the P2Rx National Network, the Northeast Regional Pollution Prevention Information Center, and P2Rx information products, including:

- Hosting a webinar on BMPs and green refrigerants for grocers and other food storage sectors
- Updating the model regional sustainable grocery checklist to include expanded BMPs for refrigeration
- Hosting a webinar on alternatives to perchloroethylene dry cleaning, highlighting regrettable substitutions and successes with wet cleaning technology
- Managing the National Sustainable Lodging Networking and using the Groups feature to advance discussions on priority topics
- Managing the Green Chemistry Connection and holding a webinar to introduce the site to new users
- Expanding the Zero Waste Connection and holding a webinar to introduce the site to new users

- Performing core functions of the Northeast Regional Pollution Prevention Information Center, including maintaining and updating some online resources
- Supporting the use of the National P2 Results Data System by programs in the northeast
- Participating in P2Rx Administration calls
- Marketing P2Rx resources
- Participating in an annual P2Rx meeting

EXHIBIT B

PAYMENT SCHEDULE

Northeast Regional Pollution Prevention Information Center

NH shall reimburse NEWMOA for its expenses based upon receipt and approval of monthly invoices for actual expenses in accordance with the following budget:

NEWMOA Personnel	50,724
Executive Director (0.04 FTE/year)	4,129
Project Manager (0.41 FTE/year)	29,742
Programmer (0.20 FTE/year)	4,680
Project Coordinator (0.20 FTE/year)	10,628
Administrative Assistant (0.03 FTE/year)	1,545
Fringe (30% of salaries)	15,218
Travel¹	3,948
Contractual	0
Other	488
Total Direct Charges	70,378
Indirect Charges²	30,433
Total Budget	\$100,811

¹ This includes funding for travel for two NEWMOA staff to attend one national P2Rx meeting as well as travel to states and other regional meetings.

² NEWMOA has a Nonprofit Organization Indirect Cost Negotiation Agreement in place with the U.S. Department of Interior, National Business Center, Report Nos. 14-A-0786 (13F) and 14-A-0787 (15P).

TLG 4/16/15

EXHIBIT C

SPECIAL CONDITIONS

Northeast Regional Pollution Prevention Information Center

Paragraph 14 of the General Provisions is hereby modified to require \$1,000,000 in general liability insurance due to NEWMOA's non-profit status.

Federal funds paid under this agreement are from a Grant to the State from the U.S. Environmental Protection Agency, Pollution Prevention Grant Program, under CFDA #66.708. All applicable requirements, regulations, provisions, terms and conditions of this federal grant are hereby adopted in full force and effect to the relationship between this Department and the contractor.

CERTIFICATE

I, Peter Pettit, Chair of the Board of Directors of the Northeast Waste Management Officials' Association (NEWMOA), do hereby certify that: Terri Goldberg is the duly appointed Executive Director of NEWMOA, an official interstate organization created by the Governors of the New England States under the provisions of the Federal Resource Conservation and Recovery Act, and approved by the Regional Administrator of the U.S. Environmental Protection Agency; she is duly authorized under the by-laws of NEWMOA, as amended on April 29, 2011, to sign checks and enter into contracts and grant agreements as necessary to conduct NEWMOA business; and, this authorization has not been revoked, annulled or amended in any manner whatsoever and remains in full force and effect as of the date hereof.

Peter Pettit
(Printed name of officer authorized to sign)

IN WITNESS WHEREOF, I have hereunto set my hand as Chairman of the Board of Directors of the Association, this 7th day of April, 2015.

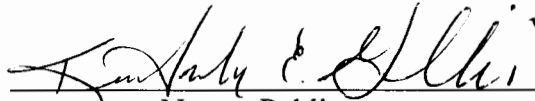

Chair, Board of Directors

State of New York, County of Albany

On this the 7th day of April, 2015, before me Kimberly E. Gillis
Notary Public

the undersigned officer, personally appeared Peter Pettit who acknowledged himself to be the Chairman of the Board of Directors of the Association, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.


Notary Public

Commission Expiration Date:
(Seal)

Kimberly E. Gillis
Notary Public, State of New York
Registration No. 01GI4860104
Qualified in Washington County
Commission Expires May 19, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2014

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.

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 Eastern Insurance Group LLC 233 West Central St Natick MA 01760	CONTACT NAME: Select
	PHONE (A/C No. Ext): (800) 333-7234 FAX (A/C No.): E-MAIL ADDRESS:
INSURED Northeast Waste Management Officials 129 Portland Street Boston MA 02114	INSURER(S) AFFORDING COVERAGE
	INSURER A: Great American Insurance Co NY
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 14-15 Master **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			SPP556315508	9/10/2014	9/10/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC556315608	9/10/2014	9/10/2015	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER lmakina@newmoa.org New Hampshire Department of Environmental 29 Hazen Drive PO Box 95 Concord, NH 03302-0095	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE John Koegel/EEA
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