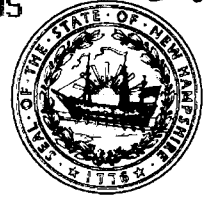




Department of Environmental Services

Thomas S. Burack, Commissioner



February 5, 2015

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a contract with ESS Group Inc., Waltham, Massachusetts (VC#260958) in the amount of \$17,640 for the purpose of processing benthic macroinvertebrate samples from wetlands and conducting taxonomic identification, effective upon Governor and Council approval through June 30, 2016. 100% Federal Funds.

Funding is available in the following account:

03-44-44-442010-22050000-102-500731 FY 2015 \$17,640
Dept. Environmental Services, Wetland Improvement Grant, Contract for Program Services

EXPLANATION

DES is developing a wetlands biomonitoring program with the support of wetland program development grant funds from the US Environmental Protection Agency. This biomonitoring program involves collecting aquatic macroinvertebrates to assess the health of the wetlands from which they are collected. The requested contract will provide for the consistent processing and taxonomic identification and enumeration of these macroinvertebrate samples. Data obtained from this work will be used to characterize the condition of the wetlands which will further DES's ability to develop water quality criteria necessary to conduct aquatic life use assessments in wetlands as required under the Federal Clean Water Act.

The funding source to be used to pay expenses related to these activities is a wetland program development grant awarded to DES to assist in the development of wetland assessment methods.

In order to procure the services herein, DES issued a Request for Proposals (RFP) for Sample Processing and Identification of Wetland Macroinvertebrates. DES received three responses to the RFP, including: ESS Group, Inc. of Waltham, Massachusetts; Lotic Inc./Watershed Assessment Associates Inc., of Belfast, Maine; and Normandeau Associates of Stowe, Pennsylvania.

DES conducted an internal review and assessment of proposals. The criteria for rating the firms



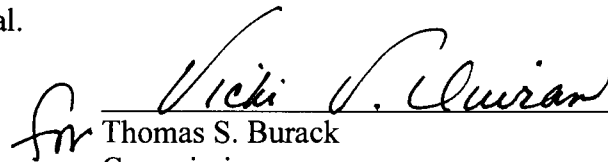
Her Excellency, Governor Margaret Wood Hassan  
and The Honorable Council

Page 2 of 2

addressed qualifications, including experience and certifications, cost, availability, and references, are shown in Attachment A. ESS Group, Inc. was the top choice of the reviewers.

The contract includes a not-to-exceed amount of \$17,640 for the proposed work. In the event that Federal Funds become no longer available, General Funds will not be requested to support the project. This agreement has been approved by the Office of the Attorney General as to form, execution and content.

We respectfully request your approval.

*fr*   
\_\_\_\_\_  
Thomas S. Burack  
Commissioner

Subject: Wetland Macroinvertebrate ID contract 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.

Form with fields for State Agency Name, Contractor Name, Address, Phone, Account Number, Completion Date, Price Limitation, Signatures, and Acknowledgement.

**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.

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.

Contractor Initials SBCW  
Date 1/14/15

## 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

## Exhibit A Scope of Services

1. ESS Group, Inc. will receive macroinvertebrate samples from DES staff at a common meeting area in Concord, New Hampshire or a mutually agreeable location.
2. A signed chain of custody form will be completed to document sample transfer.
3. In general, sample transfer will be completed no later than September of the sampling year or within two weeks of DES's notification of the samples being available post-field season, if later than September.
4. ESS Group Inc. will complete sorting and subsampling as outlined in the proposal and Standard Operating Guidelines for Freshwater Macroinvertebrate Sorting, and Standard Operating Guidelines for Freshwater Macroinvertebrate Subsampling Using the Imhoff Cone Method dated January 6, 2015, and the Maine DEP *Methods for Biological Sampling and Analysis of Maine's Rivers and Streams* (Davies and Tsomides, 2002). Subsampling may be performed on samples if the mean number of organisms in a sample exceeds 500 and subsampling will yield at least 100 organisms *per sample*. Should the two documents conflict, the ESS Group, Inc. shall seek clarification from the DES project manager.
5. ESS Group Inc. will complete macroinvertebrate processing identification and enumeration according to the attached proposal and Standard Operating Guidelines for sorting and subsampling, revised December 2014.
6. A voucher of three individuals (when possible) for each identified taxa will be maintained by ESS Group, Inc. throughout the term of the contract. A second voucher collection of similar nature will be supplied to DES at the end of the contract.
7. Quality assurance/quality control measures for sorting and identification will be maintained by ESS Group, Inc. as outlined in the proposal and standard operating guidelines revised January 6, 2015. DES may request 10% of the sorted or enumerated samples for external QC. Failure to meet QA/QC standards must be reported to DES and could result in sample reprocessing at the expense of ESS Group, Inc. Repetitive QA/QC failures could result in contract termination by DES.
8. All sorting, identification, and enumeration work will be completed by the ESS Group, Inc. and the taxonomic reports submitted to DES by March 31 of the year following the receipt of the samples or no later than three months following receipt of samples received later than December 31.
9. Taxonomic reports (copies of lab bench sheets) will be submitted to DES in hard copy and electronic format (designated Excel spreadsheet provided by DES).
10. Sorted samples and unsorted debris for each sample shall be retained by the contractor until the DES has approved the QC measures detailed above. The contents of each sample will then either be discarded by the contractor after a period of three years (or earlier upon written approval by the DES) or be returned to the DES. Upon written approval, unsorted debris, organisms and preservatives will be disposed of by ESS group at no additional cost.
11. A list of taxa identified in each year shall be provided in electronic format (e.g, Excel spreadsheet) to the DES project manager.

Contractor initials SW  
Date 11/26/15

**Exhibit B**  
**Payment Terms**

1. Payment to ESS Group, Inc. by DES will be made quarterly based on work completed on samples and data received by the DES Wetland Monitoring Project Manager. A total of not more than \$17,640 will be paid to ESS Group, Inc. for services rendered.
2. Payments will be based on the number of samples sorted, processed and enumerated in accordance with quality control requirements at the following rates as outlined in the proposal and letter of December 19, 2014 with the subject of "Pricing Details for Sample Processing and Identification of Wetland Macroinvertebrates."

<b>Number of Organisms</b>	<b>Price*</b>
0-100	\$205/sample
101-300	\$225/sample
301 or greater	\$245/sample

\*Includes archiving samples at ESS office for up to three years.

3. No payment will be made until the taxonomic data completed in the quarter have been received and approved by the DES project manager.
4. The failure of quality control standards may result in quarterly payment being withheld until the balance of samples are reprocessed to ensure quality control requirements are met.

Contractor initials SCW  
Date 1/26/15



**Exhibit C**  
**Special Provisions**

1. In Paragraph 14 (Insurance), Sub-Paragraph 14.1.1. of the General Provisions, the comprehensive general liability insurance required shall be reduced to \$1,000,000 per occurrence.
2. In Paragraph 14 (Insurance), Sub-Paragraph 14.1.2. of the General Provisions shall not apply to this agreement.
3. Federal funds paid under this agreement are from a grant to the state from the US Environmental Protection Agency, Wetland Program Development Grants, under CDFA# 96179201. All applicable requirements, regulations, provisions, terms and conditions of this Federal grant are hereby adopted in full force and effect to the relationship between the Department and the grantee. Additionally the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number.

Contractor initials SW  
Date 1/26/15

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of ESS Group, Inc.

(Name of Corporation)

held on 1/2/15 it was VOTED that:  
(Date)

STEPHEN B. WOOD  
(Name)

VICE PRESIDENT  
(Officer)

of this corporation, be and he/she hereby is authorized is authorized to submit bids and proposals, execute contracts, deeds and bonds, in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such VICE PRESIDENT under seal of the Company shall be valid and binding upon this corporation.  
(Officer)

A True Copy,

ATTEST:

TITLE:

PLACE OF BUSINESS:

DATE OF THIS CERTIFICATE:

I hereby certify that I am the Clerk of the

That

ESS GROUP, INC.  
(Corporation)  
STEPHEN B. WOOD is the duly elected VICE PRESIDENT of  
(Name) (Office)

said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

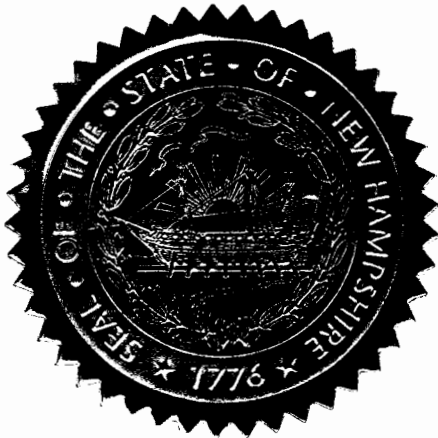
CORPORATE SEAL:

Charles Natale  
(Clerk)  
Notary: Lenam. Burghardt  
Lenam. Burghardt  
exp. 7/16/18

# 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 ESS Group, Inc. doing business in New Hampshire as ESS Group of Delaware, a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on July 16, 2007. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16<sup>th</sup> day of January, A.D. 2015

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

William M. Gardner  
Secretary of State

Client#: 139359

ESSGROUPIN

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/12/2015

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> <b>HUB International New England</b> <b>222 Milliken Blvd</b> <b>Fall River, MA 02722</b> <b>508 235-2200</b>	<b>CONTACT NAME:</b> Amanda Pepin <b>PHONE (A/C, No, Ext):</b> 508-235-2274 <b>FAX (A/C, No):</b> 866-379-3254 <b>E-MAIL ADDRESS:</b> amanda.pepin@hubinternational.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> Nautilus Ins Co <b>INSURER B :</b> Beacon Mutual Insurance Co <b>INSURER C :</b> Argonaut Insurance Co. <b>INSURER D :</b> Massachusetts Bay Insurance Co <b>INSURER E :</b> <b>INSURER F :</b>
<b>INSURED</b> <b>ESS Group, Inc.</b> <b>10 Hemingway Drive 2nd Floor</b> <b>East Providence, RI 02915</b>	

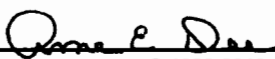
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			ECP200751212	12/31/2014	12/31/2015	EACH OCCURRENCE	\$1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000	
	<input checked="" type="checkbox"/> BI/PD Ded:\$5,000						PERSONAL & ADV INJURY	\$1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$2,000,000	
								\$	
D	AUTOMOBILE LIABILITY			ADN793857707	12/31/2014	12/31/2015	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)	\$	
								\$	
A	UMBRELLA LIAB			FFX200751414	12/31/2014	12/31/2015	EACH OCCURRENCE	\$5,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE	\$5,000,000	
	DED	RETENTION \$						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			27337	12/31/2014	12/31/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WC927538282174	12/31/2014	12/31/2015	E.L. EACH ACCIDENT	\$1,000,000	
		Y	N/A				E.L. DISEASE - EA EMPLOYEE	\$1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$1,000,000	
A	Professional Liab			ECP200751212	12/31/2014	12/31/2015		\$1,000,000	
	Pollution Liab			ECP200751212	12/31/2014	12/31/2015		\$1,000,000	

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

Workers Compensation includes State of Rhode Island, New Hampshire, New Jersey, Massachusetts, Virginia.  
Project: Wetland Macroinvertebrate

<b>CERTIFICATE HOLDER</b>  <b>New Hampshire Department of Environmental Services</b> <b>29 Hazen Drive</b> <b>PO Box 95</b> <b>Concord, NH 03302-0095</b>	<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.  <b>AUTHORIZED REPRESENTATIVE</b> 
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## ATTACHMENT A

An internal DES review committee reviewed and ranked the responses to the RFP. The DES review committee consisted of the following individuals.

<b>Name</b>	<b>Title</b>	<b>Experience</b>
Sandra Crystall	Wetlands Monitoring Project Manager	25 years - project management and environmental science
Jeff Marcoux	Watershed Assistance Specialist	11 years - project and grant management
David Neils	Chief Water Pollution Biologist	20 years - freshwater biology including ecology of macroinvertebrates

The proposals were reviewed for cost, qualifications, references, and consistency with the requirements of the sampling process outlined in the request for proposals.

A scoring summary is provided below. ESS Group Inc. (ESS) was selected as the highest scoring proposal based on qualifications and costs. ESS has excellent credentials, and references indicate that their staff has proven to be capable of delivering similar services as proposed in a timely manner. ESS has been used by the state of Rhode Island's biomonitoring program over the past several years with a high level of success.

<b>Evaluation elements</b>	<b>Available Points</b>	<b>Points assigned to each proposal</b>		
		<b>ESS</b>	<b>Lotic/WAA</b>	<b>Normandeau</b>
<b>Qualifications</b>				
- Company experience	10	7	6	7
- Personnel qualifications (including provisions for backup personnel)	10	8	5	8
- Lab procedures - SOPs - QA/QC plan - Recognition of quality for work performed - External taxonomic consultation	10	7	4	8
-Experience w/Northern New England taxa -Provide list	10	9	9	9
<b>Professional refs</b>	10	10	5	10
<b>Cost /sample</b>	40	26	40	14
<b>Availability</b>	10	9	5	9
<b>Total Points</b>	<b>100</b>	<b>75</b>	<b>74</b>	<b>64</b>