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STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

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

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

Carolyn J. Protzmann, Brigadier General
Deputy Adjutant General

Stephanie L. Milender
Administrator

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

August 4, 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 with GeoInsight, Inc. of Manchester, New Hampshire (#157389) in the amount of \$35,464.00 for the purpose of Air Emission Inventories for the period of Governor & Council approval through February 28, 2016. **100% Federal Funds.**

Funds are available in the following appropriation with the authority to adjust encumbrances between fiscal years, if needed and justified, through Budget Office, Department of Administrative Services:

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

| | |
|--|---------------------------|
| 10-01200-22620000-102-500731 Contract for Program Services | \$35,464.00 |
| Total | <u>\$35,464.00</u> |

EXPLANATION

This proposed contract will provide for air emission inventories for the following State Facilities: the Army Aviation Support Facility and the State Military Reservation in Concord; the Manchester Readiness Center & Field Maintenance Shop in Manchester, and the New Hampshire National Guard Training Site in Center Strafford.

The New Hampshire Code of Administrative Rules Env-A 900 requires record-keeping at sources that discharge air pollutants so that emissions can be readily calculated or estimated and reported to the department for the purposes of demonstrating compliance, compiling emission inventories, and developing air-related strategic plans. Air emission inventories are one method to ensure compliance with record-keeping and permit requirements.

The chosen vendor was identified through a request for proposals (RFP) process by placing a Legal Notice in the Concord Monitor (6/23/14 - 6/25/14) and mailing out seven (7) requests for proposals. The Department received seven (7) proposals that were evaluated by

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Executive Council
Page 2

August 4, 2014

Environmental staff of the Adjutant General's Department using the evaluation criteria (Best Value Method) provided in the Request for Proposals. GeoInsight, Inc. was determined to provide the best value based on the quality of their proposal, high level of experience of the intended project team, positive reference response, and relatively low price.

The federal funds available to pay for this contract 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 State of New Hampshire and the New Hampshire Army National Guard. The cost of this contract shall be reimbursed to the State by the Federal government at a rate of 100%. Funds are available for this Agreement in Federal Fiscal year 2014 and execution under this contract for future year activities is subject to the availability of federal funding. In the event that federal funds are not available, general funds will not be requested to support this program.

The Contract has been approved for form, substance and execution by the New Hampshire Department of Justice.

Respectfully Submitted,



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



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NGNH-FMO-ENV

July 23, 2014

Memorandum for the Record

Subject: Proposals Received, Evaluation Results, and Decision: Air Emissions Inventories Contract

The following companies submitted written proposals by 4:00 p.m. on Wednesday July 9, 2014. The packages were evaluated for completeness and in accordance with the Request for Proposals for Air Emissions Inventories.

| Company | Proposal Complete? | Total Price |
|--|---|--------------|
| GZA GeoEnvironmental, Inc. | Yes | \$28,588.00 |
| Geolnsight, Inc. | Yes | \$35,464.00 |
| AMEC Environmental and Infrastructure, Inc. | Yes | \$46,992.00 |
| HDR Environmental, Operations and Construction, Inc. | Yes | \$65,995.29 |
| TRC Environmental Corporation | Yes | \$66,400.00 |
| Environmental Business Partners | No (FL Cert.s Sec of State and Insurance) | \$103,085.00 |
| Comprehensive Environmental Incorporated | Yes | \$112,190.00 |

The selection was informed by evaluation of the completeness of the required proposal documents provided, qualifications and experience of the personnel specified to perform the work, reference responses, and proposal costs and value. The Adjutant General's Department cannot consciously justify the higher cost of the proposals from Comprehensive Environmental Incorporated, Environmental Business Partners, HDR Environmental, Operations and Construction, Inc. or TRC Environmental Corporation. A number of quality control issues were present in the GZA GeoEnvironmental Inc. proposal. The proposed project team for Geolnsight, Inc. and AMEC Environmental and Infrastructure, Inc. both include Air Quality Professionals with many years of experience.

Based on the quality control issues of the GZA GeoEnvironmental Inc. proposal and the combined low proposal cost and qualifications of the Geolnsight, Inc. project team, the Adjutant General's Department is exercising its reserved right, as identified in the Request for Proposals, to accept the proposal that is in the best interest of the State. Geolnsight, Inc. is being selected to perform Air Emissions Inventories as specified in the Request for Proposals based on their qualification and cost effectiveness.

Rebecca Martin
NH Adjutant General's Department
Environmental Compliance Specialist

Subject:

Air Emission Inventories 2014- 2015

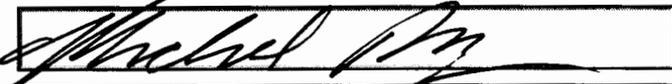
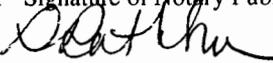
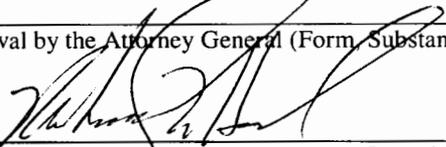
FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|---|--|-------------------------------------|
| 1.1 State Agency Name Adjutant General's Department | | 1.2 State Agency Address 1 Minuteman Way, Concord, NH 03301-5607 | |
| 1.3 Contractor Name Geolnsight, Inc | | 1.4 Contractor Address 186 Granite Street, Manchester, NH 03101-2643 | |
| 1.5 Contractor Phone Number (603) 314-0820 | 1.6 Account Number 10-01200-22620000-102-500 | 1.7 Completion Date 02/28/2016 | 1.8 Price Limitation \$35,464.00 |
| 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 Michael F. Dacey, Regional Manager/Senior Associate | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>July 29, 2014</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  DANIELLE M. RATHBUN, Notary Public My Commission Expires August 24, 2016 [Seal] | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace Danielle Rathbun Technical Administrator | | | |
| 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:  On: 8/13/14 | | | |
| 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.

Contractor Initials MPD
Date 7/29/14

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.

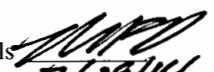
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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 
Date 7/29/14

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
P-37 AGREEMENT
EXHIBIT A - THE SERVICES**

SUBJECT: Air Emissions Inventories 2014 - 2015

GENERAL

The Contractor will provide all labor, materials, equipment, supplies and transportation as needed to perform Air Emissions Inventories and New Hampshire air toxics compliance determination, etcetera as further specified in this Scope of Work (SOW):

Army Aviation Support Facility, Concord, NH - 2014

Manchester Readiness Center and Facilities Maintenance Shop, Manchester, NH - 2014

New Hampshire National Guard Training Site, Center Strafford, NH - 2015 (Contingent Upon availability of Federal Funding)

State Military Reservation, Concord, NH – 2015 (Contingent upon availability of Federal Funding)

1.1 INTRODUCTION

The Clean Air Act Amendments of 1990 (CAAA) directed the Environmental Protection Agency to develop, implement, and enforce strong environmental regulations that will ensure cleaner air for all Americans. The CAAA requires that government entities with delegated authority be able to store, track, and report emissions information required for the efficient management of regulatory programs, which includes Title V requirements. The purpose of this Statement of Work (SOW) is to provide the State of New Hampshire Adjutant General's Department (NHAGD) with updates to the Air Emission Inventories for the Army Aviation Support Facility (AASF) in Concord, NH and the Manchester Readiness Center (RC) and Facilities Maintenance Shop (FMS) in Manchester, NH. Contingent upon federal funding, updates will also be provided for the Air Emission Inventories for the State Military Reservation (SMR) in Concord, NH and the New Hampshire National Guard Training Site (NHNG TS) in Center Strafford, NH in 2015.

The Air Emission Inventories will include air emissions of criteria air pollutants, hazardous air pollutants (HAPs), ozone-depleting substances (ODSs), listed New Hampshire Regulated Toxic Air Pollutants (RTAPs) pursuant to the NH Code of Administrative Rules (NHCAR), Chapter Env-A 1450.01, Scope 1 and Scope 2 greenhouse gases (GHGs). This SOW will include a trend analysis comparing

quantified total air emissions of criteria pollutants from past air emission inventories. The NHAGD will use the Air Emissions Inventory to ensure compliance with the Clean Air Act and Amendments, Federal Air Regulations, Executive Orders 13423 (“Strengthening Federal Environmental, Energy, and Transportation Management”) and 13514 (“Federal Leadership in Environmental, Energy and Economic Performance”), and the New Hampshire Department of Environmental Services (NH DES) Administrative Rules (NH ENV-A 100 – 4800).

1.2 SCOPE

The purpose of this effort is to obtain the air emissions information necessary to comply with all applicable Federal, State and local air regulatory requirements and Department of Defense, U.S. Army and Army National Guard policies applicable to the NHAGD and the New Hampshire Army National Guard (NHARNG). As part of this effort, an Emissions Survey Report (ESR), which will serve as an updated baseline air emissions inventory, shall be prepared for the NHAGD. The Contractor shall identify all sources of air emissions within the sites and gather the data that will be necessary to calculate actual and potential emissions of criteria pollutants, HAPs, RTAPs, ODSs, and include an inventory of GHGs. The Contractor shall use data obtained during the site visit to calculate actual and potential emissions both on an annual and hourly basis. The calculated emissions will then be used to determine compliance with the New Hampshire Air Toxics regulation as well as the applicability of Clean Air Act Title VI requirements (protection of stratospheric ozone). Results of the air emission inventory and compliance determinations will be documented in reports as specified in this SOW.

The Contractor shall include a trend analysis that compares quantified total air emissions of criteria pollutants from past air emission inventories. The contractor will prepare, document and graphically illustrate trends. The calculated emissions will then be used to determine compliance with the New Hampshire Air Toxics regulation as well as the applicability of Clean Air Act Title VI requirements (protection of stratospheric ozone). Results of the air emission inventory and compliance determinations will be documented in reports as specified in this SOW. The existing NHARNG Air Emission Inventories shall be used as the baseline for this effort and shall be updated as necessary based on current air emission sources.

2014: The Manchester Readiness Center (MRC) and Facilities Maintenance Shop (FMS 3) occupy one building that is 99,642 Sq Ft.

2014: The Army Aviation Support Facility (AASF) includes the following buildings: Air Craft Maintenance Hanger 95,984 Sq Ft and the Vehicle Storage Building 8,651 Sq Ft.

2015 (contingent upon federal funding): The State Military Reservation includes the following facilities: Bldg 1 Joint Force Headquarters for the New Hampshire National Guard 67, 158 Sq Ft, Bldg 2 the 12th Civil Support Team (CST) Ready Bldg 13,892 Sq Ft, Bldg A United States Property & Fiscal Office 8,482 Sq Ft, Building B Medical Detachment Offices 7,186 Sq Ft, Building C Offices 5,741 Sq Ft, Building D Cold Storage 12,294 Sq Ft, Building E Cold Storage 46,508 Sq Ft, Bldg F Construction &

Facilities Management Office/ State Maintenance Shop 3,619 Sq Ft, Bldg G Combined Support Maintenance Shop (CSMS) Annex 2,864 Sq Ft; Bldg H Combined Support Maintenance Shop (CSMS) 25,728 Sq Ft; Bldg L USP & FO Warehouse 16,498 Sq Ft; Bldg M Concord Readiness Center 39,413 Sq Ft, Bldg T General Purpose Cold Storage 5,183 Sq Ft, and the NH Fish & Game Camp Labonte – Karner Blue Butterfly Captive Rearing Building 1,422 Sq Ft.

2015 (contingent upon federal funding): The Center Strafford Training Site includes the following buildings: Bldg 6 Thomas Hall 12,082 Sq Ft, Bldg 7 Cooper House Office 3,478 Sq Ft, State Maintenance Garage and Storage 2,400 Sq Ft, Bldg 1 Administrative Building 16,315 Sq Ft, Bldg 5 Dining Facility 5,453 Sq Ft, Bldg 8 Simulation Building 2,290 Sq Ft, Bldg 2 Upper Foss Dormitory 4,598 Sq Ft, Bldg 3 McLean Dormitory 4,509 Sq Ft, Bldg 4 Lower Foss Dormitory 4,220 Sq Ft, Virtual Convoy Operations Trainer trailer 1,800 Sq Ft, Simulator Building 12 (non-motion) 4,800 Sq Ft and Simulator Building 13 (non-motion) 4,800 Sq Ft.

The emissions data to be provided in the inventories shall be in a format where information can be readily retrieved and shall include all emission calculations, summary tables, and other information required by Env-A 100 - 4800.

1.3 GENERAL BACKGROUND AND REQUIREMENTS

1.3.1 Applicable Regulations, Guidance Documents and Policies to be Reviewed :

- ▶ New Hampshire Code of Administrative Rules (NHCAR) Chapter Env-A (Air Quality 100 - 4800)
- ▶ 40 CFR 50, National Primary and Secondary Ambient Air Standards
- ▶ 40 CFR 53, Ambient Air Monitoring Reference and Equivalent Methods
- ▶ 40 CFR 60, Standards of Performance for New Stationary Sources
- ▶ 40 CFR 61, National Emission Standards for Hazardous Air Pollutants
- ▶ 40 CFR 63, National Emission Standards for Hazardous Air Pollutants for Source Categories
- ▶ 40 CFR 64, Compliance Assurance Monitoring
- ▶ 40 CFR 70, State Operating Permit Programs
- ▶ 40 CFR 82, Protection of Stratospheric Ozone
- ▶ 40 CFR 86, Control of Emissions from New and In-Use Highway Vehicles and Engines
- ▶ 40 CFR 87, Control of Air Pollution from Aircraft and Aircraft Engines
- ▶ 40 CFR 93, Determining Conformity of Federal Actions to State or Federal Implementation Plans
- ▶ Section 7401, Title 42, The Clean Air Act (CAA), as amended (42 USC 7401 et seq.)
- ▶ Section 6901, Title 42, Resource Conservation and Recovery Act of 1976, as amended (42 USC 6901 et seq.)
- ▶ The Energy Policy Act of 2005
- ▶ "Quality Assurance Handbook for Air Pollution Measurement Systems," Vol. III, Stationary Source Specific Methods, (EPA 600/4-77-027b); US EPA

- ▶ “Implementation Strategy for Clean Air Act Amendments of 1990,” 15 Jan 1991, U.S. Environmental Protection Agency (US EPA) Office of Air and Radiation.
- ▶ U.S. Environmental Protection Agency’s, Greenhouse Gas Equivalencies Calculator (URL: <http://www.epa.gov/cleanenergy/energy-resources/calculator.html>)
- ▶ U.S. Environmental Protection Agency’s, Emissions Inventory – “CHIEF” Software and Tools including:
 - ▶ US EPA Clearinghouse for Inventories and Emission Factors “CHIEF WebFIRE” Database (URL: <http://www.epa.gov/ttn/chief/software>)
 - ▶ US EPA, “Factor Information REtrieval (FIRE) Data System” Database management system (URL: <http://cfpub.epa.gov/webfire>), which contains the most recent version of "Compilation of Air Pollution Emission Factors," AP-42.
 - ▶ US EPA, “PM Calculator” that estimates filterable PM2.5 emissions (URL: <http://www.epa.gov/ttn/chief/eiinformation.html>). PM Calculator is for point sources only).
 - ▶ US EPA, Volatile Organic Compound/Particulate Matter Specification Database Management System (SPECIATE, Version 4.2). URL: <http://www.epa.gov/ttn/chief/software/speciate/index.html>
 - ▶ US EPA Storage Tank Emissions Calculation Software, (TANKS, Version 4.09D), URL: <http://www.epa.gov/ttn/chief/software/tanks/index.html>
 - ▶ US EPA’s AirData website with data from the National Emissions Inventory (NEI) database: <http://www.epa.gov/airdata/>(The NEI database provides estimates of annual air emissions of criteria and hazardous air pollutants (HAPs) from all types of sources).
- ▶ Relevant USEPA and NHDES Policy Guidance
- ▶ Relevant Department of Defense Directives (DoDD)
- ▶ DOD Strategic Sustainability Performance Plan (URL: <http://www.acq.osd.mil/ie/index.shtml>)
- ▶ Most Current Version of Army Regulation (AR) 200-1, (13 December 2007, Chapter 4, subsection 4-1).

1.3.2 The NHAGD’s facilities shall be evaluated during the performance of this work. This includes all NHAGD/NHARNG and contractor-operated functions located on or operating within the boundaries of the property.

1.3.3 The Contractor shall coordinate with the NHAGD Project Manager and with regulatory officials as required to complete the described work. The Contractor shall be responsible for coordinating and conducting pertinent research for the Emissions Survey Report (ESR) and relevant data collection from the pertinent NHARNG/NHAGD personnel and local, state, and federal agencies. The NHAGD Project Manager shall assist the Contractor with establishing contacts at the facilities, but all data collection activities shall be the sole responsibility of the Contractor.

1.3.4 The Contractor shall be fully responsible for the completeness and accuracy of all work performed under this SOW, and for compliance with this SOW. The Contractor shall correct all deficiencies identified by the NHARNG/NHAGD relating to

completeness or accuracy of the work, and compliance with the SOW and laws and regulations relevant to it.

1.3.5 Copies of calculations, reports, etc., generated for the execution of this project shall become the property of the NHAGD and shall not be released to any other agency or individual without prior written approval from the NHAGD. All contact with regulatory agencies by the Contractor that is related to this contract shall be approved in advance by the NHAGD Project Manager.

1.3.6 The Contractor shall make no public announcements or disclosures relative to information developed in this contract or to Government-owned information made available to the Contractor.

1.4 PROJECT MANAGEMENT

1.4.1 The New Hampshire Adjutant General's Department (NHAGD) Project Manager shall represent the NHAGD and coordinate all matters pertaining to this project, including but not limited to the receipt and review of all deliverables for this SOW. The Contractor shall also provide a project manager supported by a technical staff qualified to complete all work described herein. The work shall be completed in accordance with federal, state, local, Department of Defense, Army and NHARNG regulations, directives, and orders.

State of New Hampshire Adjutant General's Department (NHAGD) Project Manager:

Rebecca A. Martin
State Military Reservation (ATTN: NHNG-FMO-ENV)
1 Minuteman Way
Concord, NH 03301-5607
Tel (603) 227-5124
Fax (603) 715-3793
E-Mail: rebecca.martin11.nfg@mail.mil

1.5 TIMETABLE

1.5.1 The deliverables are due as indicated in each task in accordance with the time limits following the Notice to Proceed for each Facility. All Final Deliverables are due to the NHAGD Project Manager by February 28, 2016.

2.0 PROJECT TASKS

2.1 TASK 1: MEETINGS (KICKOFF MEETING AND CLOSING MEETING)

2.1.1 Kickoff Meeting. An initial kick-off meeting shall be held at each facility no more than 2 weeks after contract award. The purpose of this meeting will be to:

- ▶ introduce the parties participating in this project
- ▶ present and discuss the emission inventory procedures and the NH air toxics regulations with the NHAGD/ NHARNG staff
- ▶ identify the various POCs
- ▶ discuss the results of previous Air Emission Inventories
- ▶ identify the types and sources of data that will be required
- ▶ establish a project schedule mutually acceptable to all project participants

The Contractor shall coordinate with the NHAGD Project Manager to arrange a mutually agreeable date and time for the kick-off meeting within 7 days of receipt of the Notice To Proceed. At that time, the Contractor shall prepare and submit to the NHAGD Project Manager an agenda referencing the items/documents to be reviewed and discussed at the meeting in order to achieve efficient use of time and resources during the meeting.

Prior to the kick-off meeting, the Contractor shall prepare a data-gathering questionnaire to assist facility/shop managers with preparing for the Contractor's site visit and to ensure that appropriate records are available for our review during the site visit. The Contractor shall submit this questionnaire and an anticipated site visit schedule to the NHAGD Project Manager within 7 days of receipt of the Notice To Proceed so that it can be distributed to personnel in advance of the kick-off meeting.

After the kick-off meeting, the Contractor shall submit a performance timetable/schedule to the NHAGD Project Manager for approval, outlining proposed completion dates for the subsequent tasks and deliverables.

2.1.2 Closing Meeting. A second meeting shall be held at each location at the conclusion of the project, (or at the New Hampshire Adjutant General's Department NHAGD Project Manager's direction). The purpose of the closing meeting will be to present results of the air emissions inventory and the compliance determination to the NHAGD and NHARNG staff. Emission calculation methodologies used and resulting emission levels will be presented. The compliance status of the facilities will be discussed, and follow-up recommendations for achieving and maintaining compliance will be presented.

The Contractor shall coordinate with the NHAGD Project Manager to arrange a mutually agreeable date and time for the closing meeting. Two weeks in advance of the meeting, the Contractor shall prepare and submit to the NHAGD Project Manager an agenda referencing the items/documents to be reviewed and discussed at the meeting in order to achieve efficient use of time and resources during the meeting.

▶ **Deliverables:** *Kickoff Meeting attendance/presentation, Closing Meeting attendance/presentation, Data gathering Questionnaire, Performance Timetable/Schedule*

▶ **Performance Periods:** *As referenced above*

2.2 TASK 2: RECORDS REVIEW AND DATA COLLECTION SITE VISIT

2.2.1 For the Facilities to be evaluated, the Contractor will be provided with previously completed Air Emission Inventories. The contractor shall, during a site visit, locate all air emission sources expected to be regulated by the CAAA and NH DES regulations and obtain the requisite data to quantify emissions. The Contractor may assume that a minimum of 1 site visit for each Air Emissions Inventory will be required to accomplish this task.

2.2.2 The visits by the Contractor shall be coordinated with and confirmed by the NHAGD Project Manager at least 1 week in advance.

2.2.3 During the visits, the Contractor shall conduct field surveys and personnel interviews to identify and document emission sources, as required by Federal and State regulations including fugitive and area emission sources, and all stationary sources which emit:

- ▶ Volatile Organic Compounds (VOCs)
- ▶ Carbon monoxide (CO)
- ▶ Nitrogen oxides (NO_x)
- ▶ Ozone (O₃)
- ▶ Sulfur oxides (SO_x)
- ▶ Lead (Pb)
- ▶ Particulate matter (PM)
- ▶ Particulate matter of 2.5 microns diameter or less (PM-2.5)
- ▶ Particulate matter of 10 microns diameter or less (PM-10)
- ▶ Any of the Hazardous Air Pollutants (HAPs) listed in Title III of the CAAA
- ▶ Ozone Depleting Substances (ODS) defined under Title VI of the CAAA , and
- ▶ Any of the New Hampshire Regulated Toxic Air Pollutants (RTAPs) listed in NHCAR Chapter Env-A 1450
- ▶ Scope 1 and Scope 2 Greenhouse Gases as defined in E.O. 13514

2.2.4 The Contractor shall determine the attainment/ nonattainment status with regard to all national primary and secondary ambient air quality standards. The contractor shall also determine the applicable severity class if the covered facility is located in a nonattainment or maintenance area for ozone, carbon monoxide, nitrogen oxides, sulfur dioxide, lead, or particulate matter.

2.2.5 The Contractor shall be responsible for coordinating with the NHAGD Project Manager to identify all pertinent information related to HAPs, criteria air pollutants, NH RTAPs, ODSs, and GHGs for the site that will need to be provided during the data-

gathering site visit. Information may include existing permits and other pertinent records (e.g., fuel type, equipment lists, purchasing records); the emission units at the facility (e.g., sources, processes, operations, raw materials, and fuels); raw material/fuel usage quantities; Safety Data Sheets (SDS); control equipment data; stack data; and process information for developing emission factors. Information relating to ODSs may include processes, products, or equipment containing refrigerants, storage capacities, maintenance records, and usage quantities including ozone-depleting chemicals used in facility equipment. The Contractor shall work with each facility's POCs to collect this information for use in developing the emission inventory. The Contractor shall also review past Air Emission Inventories to evaluate total emissions of criteria pollutants for preparing the trend analysis.

- ▶ **Deliverables:** *Completion of Records Review and Data Collection Site Visit(s)*
- ▶ **Performance Periods:** *This entire task shall be completed within 45 days of receipt of the Notice to Proceed.*

2.3 TASK 3: AIR EMISSIONS CALCULATIONS

2.3.1 After completing the data-gathering site visits as referenced in TASK 2 above, the Contractor shall quantify actual and potential air emissions for each identified air emission source using emission factors accepted by U.S. Environmental Protection Agency (EPA) and NHDES (such as those found in the current edition of AP-42). Emission rates shall be estimated on both an hourly (pounds per hour) and annual (pounds per year and tons per year) basis. Emission estimates provided by the Contractor shall be consistent with the emission estimates required to determine compliance under the Federal CAA and pertinent associated NHDES regulations. The "potential to emit" emission estimates for the stationary sources that are included in the emissions inventory shall be consistent with Title V definition of "potential to emit." The Contractor shall prepare a tabular summary of all process emissions, along with supporting calculations and process information.

2.3.2 The Contractor shall identify and quantify emissions from all stationary sources which emit VOCs, CO, NO_x, SO_x, Pb, O₃, PM, PM_{2.5}, and PM₁₀ based on process information, such as raw material throughput and composition; operating time; and process operating conditions. The Contractor shall quantify air emissions using emission factors accepted by the U.S. Environmental Protection Agency (US EPA) and NH Department of Environmental Services (NH DES). The Contractor shall quantify actual and potential emissions.

2.3.3 The Contractor shall identify and quantify emissions from all stationary sources existing at the State Military Reservation that emit any of the hazardous air pollutants (HAPs) listed in Title III of the CAAA. For each source, the Contractor shall quantify air emissions using emission factors accepted by US EPA and NH DES. The Contractor shall quantify actual and potential emissions.

2.3.4 The Contractor shall identify emissions from any existing sources that use Ozone Depleting Substances (ODS) defined under Title VI of the CAAA and quantify emissions as required. The contractor shall identify all refrigerant containing devices containing 50 lbs or greater of refrigerant.

2.3.5 The Contractor shall identify and quantify emissions from any existing sources that emit any of the listed New Hampshire RTAPs as listed in NHCAR Chapter Env-A 1450.01, Table 1450-1. For each source, the Contractor shall quantify air emissions using emission factors accepted by US EPA and NH DES. The Contractor shall also obtain all relevant data necessary to demonstrate that the concentration of each RTAP is below the corresponding ambient air concentration limit.

2.3.6 The Contractor shall provide a listing and quantify potential and actual emissions of regulated air pollutants for "presumptively exempt emission" sources. The Contractor shall also provide a listing of and quantify potential and actual emissions of regulated air pollutants from insignificant and significant emission sources on a point by point basis for each facility defined in a manner sufficient to identify future changes (increases and decreases).

2.3.7 The Contractor shall prepare a detailed emissions inventory for sources of emissions above permitting levels in New Hampshire. Sources of emissions below permitting levels in New Hampshire shall be adequately documented to prove that the source is below permitting levels. Sources of New Hampshire RTAP emissions shall have a detailed emission inventory performed, sufficient to determine compliance with NHCAR Env-A 1450.

2.3.8 The Contractor shall identify and quantify emissions from training and maintenance activities at which emit VOCs, CO, NO_x, SO_x, Pb, O₃, PM, PM_{2.5}, and PM₁₀ based on process information, such as raw material throughput and composition, operating time, and process operating conditions.

2.3.9 The Contractor shall document any emission sources for which no acceptable emission factors exist. The Contractor shall identify those processes for which a valid emission estimate cannot be made, and recommend a plan for assessing these emissions. If the Contractor encounters a problem in obtaining sufficient information from NHAGD facilities in order to calculate emissions from a particular source, the Contractor shall estimate emissions as accurately as possible, using assumptions based on engineering knowledge and experience, or information about similar process operations. Any assumptions made by the Contractor in the calculations shall be clearly identified and documented.

2.3.10 The Contractor shall identify and document all data deficiencies and any requirements needing to be met in order to refine the emission estimates. The Contractor may assume that if source specific testing is necessary for sources where no acceptable emissions factors exist or is required by applicable regulation, existing permits or due to conservative emission estimates, a rationale supporting the use of

emissions estimates based on the Contractor's initial assumptions shall be provided in lieu of, or until testing can be completed. **NOTE: Source specific testing is not included in this SOW.**

2.3.11 The contractor shall provide written and graphical summary of trend analysis representing quantified total air emissions of criteria pollutants.

2.3.12 The contractor shall identify and quantify Scope 1 and Scope 2 Greenhouse Gas Emissions from all stationary sources.

- ▶ **Deliverables:** *Tabular summary of all process emissions, along with supporting calculations and process information. Written summary of analysis of emissions.*
- ▶ **Performance Periods:** *This entire task shall be completed within 75 days of receipt of the Notice to Proceed.*

2.4 TASK 4: REGULATORY EVALUATION TO DETERMINE COMPLIANCE WITH TITLE VI (OZONE-DEPLETING SUBSTANCES), NHCAR ENV-A 1000, NHCAR ENV-A 1400, AND APPLICABILITY OF 40 CFR 63 NATIONAL EMISSION STANDARDS OF HAZARDOUS AIR POLLUTANTS, 40 CFR 60 STANDARDS OF PERFORMANCE FOR NEW STATIONARY SOURCES

2.4.1 The Contractor shall determine the applicability of requirements under Title VI (Ozone-depleting substances) of the CAAA by utilizing the data collected in **TASK 3**.

2.4.2 The Contractor shall perform an initial evaluation of the compliance status with respect to the New Hampshire Prevention, Abatement, and Control of Open Source Air Pollution requirements of ENV-A 1000.

2.4.3 The Contractor shall perform an initial evaluation of the compliance status of each facility with respect to the New Hampshire air toxics requirements of ENV-A 1400. To accomplish this initial compliance screening, the Contractor shall compare the uncontrolled short-term and long-term actual emission rates of each RTAP (pounds per hour and pounds per year) to the stated hourly and annual de minimus emission levels from Table 1450-1 in Rule ENV-A 1400. A facility with calculated uncontrolled emission rates of RTAPs below the de minimus emission levels shall be considered to be in compliance with ENV-A 1400.

2.4.4 The Contractor shall evaluate the applicability of 40 CFR 63 National Emission Standards For Hazardous Air Pollutants For Source Categories (ZZZZ National Emission Standards For Hazardous Air Pollutants For Stationary Reciprocating Internal Combustion Engines) and 40 CFR 60 Standards of Performance for New Stationary Sources (IIII Standards Of Performance For Stationary Compression Ignition Internal Combustion Engines and JJJJ Standards Of Performance For Stationary Spark Ignition Internal Combustion Engines) to stationary sources present at the facility and document it, including appropriate recommendations for action(s) needed for achieving

compliance with this rule. The Contractor shall consider the use of the Engines at the site and evaluate if they are consistent with the definition of "emergency" engines and if they are eligible for any residential, commercial, or institutional use exemptions.

2.4.5 The Contractor shall evaluate the applicability of 40 CFR 63 National Emission Standards For Hazardous Air Pollutants For Source Categories (JJJJJJ National Emission Standards For Hazardous Air Pollutants For Industrial, Commercial, and Institutional Boilers Area Sources) to boilers present at the facility and document it, including appropriate recommendations for action(s) needed for achieving compliance with this rule.

- ▶ **Deliverables:** *A written statement of the status of compliance with ENV-A 1400 along with supporting calculations and process information. A written statement of the applicability of 40 CFR 63, National Emission Standards of Hazardous Air Pollutants and 40 CFR 60 Standards of Performance for New Stationary Sources to stationary sources and appropriate recommendations for action.*
- ▶ **Performance Periods:** *This entire task shall be completed within 75 days of receipt of the Notice to Proceed.*

2.5 TASK 5: INVENTORY AND DOCUMENTATION OF SCOPE 1 AND SCOPE 2 GREENHOUSE GAS EMISSIONS FROM STATIONARY SOURCES

2.5.1 During the site visit(s), the Contractor shall conduct field surveys and personnel interviews to identify and document all stationary sources which emit Scope 1 and Scope 2 greenhouse gases, as defined under 19(i) and Section 19 (k)(i)(ii) of Executive Order 13514, *Federal Leadership in Environmental, Energy and Economic Performance*, dated October 5, 2009.

2.5.2 The Contractor shall be responsible for coordinating with the NHAGD Project Manager to identify all pertinent information related to GHGs for the site that will need to be provided during the data-gathering site visit (see **TASK 2**). The Contractor shall identify in advance relevant information necessary for documenting GHG emissions. The Contractor shall work with the facilities POCs to collect this information for use in developing the emission inventory.

2.5.3 The Contractor shall quantify emissions from any existing sources that emit Scope 1 and Scope 2 Greenhouse Gases (GHGs) defined under Section 19(i) and Section 19 (k)(i)(ii) of Executive Order 13514, *Federal Leadership in Environmental, Energy and Economic Performance*, dated October 5, 2009. GHG emissions to be evaluated and quantified include carbon dioxide, methane and nitrous oxide. It can be assumed that most, if not all, of the Scope 1 GHG emissions sources at the State Military Reservation will consist of general combustion sources (e.g. boilers and emergency generator). Data required for calculating the Scope 1 emissions will primarily consist of fuel usage data that will be obtained for calculation of criteria pollutant

emissions. Data required for Scope 2 GHG emissions will consist of electricity purchased for operations, in addition to any heat or hot water purchases. Individual GHGs will be evaluated and the resultant emissions will be reported as carbon dioxide equivalents.

2.5.4 The Contractor shall delineate the physical locations of air emission sources of GHGs quantified in 2.5.3 on the Site Plan referenced in **TASK 7**.

2.5.5 The Contractor shall include and incorporate the Scope 1 and 2 GHG emissions inventory of stationary sources in the draft report referenced in **TASK 8**.

2.5.6 The Contractor shall include and incorporate the Scope 1 and 2 GHG emissions inventory of stationary sources in the final report referenced in **TASK 9**.

► **Deliverables:** *Tabular summary of all Scope 1 and Scope 2 GHG emissions from stationary sources, along with supporting calculations and process information.*

► **Performance Periods:** *This entire task shall be completed within 75 days of receipt of the Notice to Proceed.*

2.6 TASK 6: ANALYSIS OF CRITERIA AIR POLLUTANTS, HAZARDOUS AIR POLLUTANTS, AND GREEN HOUSE GAS EMISSION TRENDS

2.6.1 The Contractor shall be responsible for coordinating with the NHAGD Project Manager to identify all pertinent information collected through past air emission inventories.

2.6.2 The Contractor shall analyze trends of emissions from all stationary sources which emit VOCs, CO, NO_x, SO_x, Pb, O₃, PM, PM_{2.5}, and PM₁₀.

2.6.3 The Contractor shall analyze trends of emissions of Hazardous Air Pollutants. The Contractor shall prepare a trend analysis of the quantified total air emissions of criteria pollutants from past Air Emission Inventories. This analysis shall be documented.

2.6.4 The Contractor shall analyze trends of Scope 1 and 2 GHG emissions.

2.6.5 The Contractor shall include and incorporate trend analysis of emissions in the draft report referenced in **TASK 8**.

2.6.6 The Contractor shall include and incorporate the trend analysis of emissions in the final report referenced in **TASK 9**.

2.6.7 The Contractor shall provide graphical representation of trends of air emissions. The graphical representation shall be provided in color and in a format suitable for a visual presentation to the NHAGD/NHARNG leadership.

2.7 TASK 7: SITE PLAN DELINEATING LOCATIONS OF AIR EMISSION SOURCES

2.7.1 The Contractor shall prepare a site plan delineating the physical locations of air emissions sources quantified in **TASK 3, TASK 4, and TASK 5**, as well as, any refrigerant containing devices containing greater than 50 lbs of refrigerant. The Contractor shall utilize a plan of the facility prepared in AutoCAD (and supplied by NHAGD) as a base map for this task. The Contractor shall utilize AutoCAD for completing this task.

***Deliverables:** One electronic copy of the Site Plan, delineating locations of the air emissions sources documented in **TASKS 3 and 4, and 6**.*

***Performance Periods:** This Deliverable shall be completed and submitted within 75 days of receipt of the Notice to Proceed. The Contractor shall allow one month for NHAGD review and comment.*

2.8 TASK 8: DRAFT EMISSIONS SURVEY REPORT (DESR)

2.8.1 The Contractor shall prepare a Draft Emissions Survey Report (DESR) for the NHAGD's review and comment. In accordance with the SOW, the DESR will include the following:

- ▶ Project overview
- ▶ Data quality assurance assessment
- ▶ Data collection procedures
- ▶ Assumptions
- ▶ Emissions calculation methods
- ▶ All applicable field data
- ▶ Status of compliance with NHCAR Env-A 1000 and Env-A 1400
- ▶ Applicability of 40 CFR 60, Standards of Performance for New Stationary Sources and 40 CFR 63, National Emission Standards of Hazardous Air Pollutants
- ▶ Inventory results
- ▶ Recommendations
- ▶ Tabular summary of all process emissions
- ▶ Supporting calculations
- ▶ Process information
- ▶ Trend Analysis of Emissions of Criteria Pollutants
- ▶ Trend Analysis of Emissions of Greenhouse Gas Emissions

2.8.2 The DESR will conform to the following basic format:

- I. Executive Summary
- II. Introduction
- III. Emission Inventory Methodology
- IV. Regulatory Evaluation Methodology
- V. Air Emission Inventory Results
- VI. Trend Analysis of Air Emissions
- VII. Regulatory Evaluation
- VIII. Recommended Best Management Practices and Air Emissions and Ozone Depleting Substances Recordkeeping
- IX. Figures (including Site Plan of physical location of Air Emissions Sources)
- X. Tables
- XI. Appendices

The Executive Summary will comprise a brief discussion (no more than two pages) of findings and recommendations. Appendices will contain a summary of all collected data and examples of calculations. Appendix A will include emission calculations for stationary sources. Appendix B will include air emissions recordkeeping log sheets. Appendix C will include documentation collected in the field. Appendix D will include a list of all points of contact (including NHAGD/ NHARNG personnel and regulators) the Contractor utilized in completing the Air Emissions Inventory and Air Toxics Compliance Determination.

2.8.3 The Contractor shall devise and include in the DESR the air emission inventory data collection forms and the strategy to be used for collecting air emission data for future years, with emphasis placed on legally required record keeping. The intent is for these forms to be utilized and submitted by contractors, tenants, and government organizations located within the NHAGD/ NHARNG facilities to simplify gathering and quantifying data for documentation that air emissions are below Title V permitting thresholds, for annual reporting requirements, and for demonstrating on-going compliance over time and will meet NH DES and US EPA regulatory requirements. In addition, the Contractor shall make recommendations for best management practices, recordkeeping improvements, air pollution control technologies, database systems, and methods of evaluation to enable the NHAGD to effectively achieve and demonstrate compliance with applicable regulations.

2.8.4 The Contractor shall provide the NHAGD Project Manager with two (2) hard copies and two (2) electronic copies of the draft report, one in MS Word and one in Adobe (.pdf), with spreadsheets in Excel. The hard copies shall be submitted on recycled-content paper and printed double sided. Copies of calculations, reports, and other documentation generated for this project will become the property of the NHAGD. The Contractor shall not release copies to any agency or individual without prior written approval from the NHAGD Project Manager and Contracting Officer.

▶ **Deliverables:** *As referenced in 2.8.4*

▶ **Performance Periods:** *This Deliverable shall be completed and submitted within 75 days of receipt of the Notice to Proceed. The Contractor shall allow one month for NHAGD review and comment.*

2.9 TASK 9: FINAL EMISSIONS SURVEY REPORT (FESR) AND NH AIR TOXICS COMPLIANCE DETERMINATION

2.9.1 After review and comment by the NHAGD, the Contractor shall prepare a Final Emission Survey Report (FESR) and NH Air Toxics Compliance Determination which incorporates appropriate revisions in response to comments received back from the NHAGD Project Manager.

2.9.2 The Contractor shall be fully responsible for the completeness and accuracy of the work performed in compliance with this Statement of Work and shall correct all deficiencies identified by the NHAGD relative to completeness or accuracy of the work and compliance with the contract, SOW and applicable laws and regulations.

2.9.3 For the final report, The Contractor shall provide the NHAGD Project Manager with one (1) camera-ready original, three (3) hard copies, and two (2) electronic copies in Adobe (.pdf) format, (with spreadsheets in Excel). Figure(s) included in the Final Air Emission Inventory and Air Toxics Compliance Determination shall be created using AutoCAD. The hard copies shall be submitted on recycled-content paper and printed double sided. Copies of calculations, reports, and other documentation generated for this project shall become the property of the NHAGD. The Contractor shall not release copies to any agency or individual without prior written approval from the NHAGD Project Manager and Contracting Officer.

▶ **Deliverables:** *As referenced in 2.9.1 , 2.9.2 and 2.9.3*

▶ **Performance Periods:** *This Deliverable shall be completed and submitted within 120 days of receipt of the Notice to Proceed. The Contractor shall allow one month for NHAGD review and comment.*

3.0 ASSUMPTIONS

The following assumptions may be made by the Contractor:

3.1 Access to the NHAGD and its facilities/shops, as required by the Contractor to complete the site visit within the specified timetable shall be made available at the times approved by the NHAGD Project Manager.

3.2 The NHAGD Project Manager shall provide the Contractor with previously completed Air Emission Inventories for the sites included in this SOW.

3.3 The NHAGD Project Manager shall be responsible for coordination with the Contractor. The Contractor shall be solely responsible for collection of all data and pertinent information from the facilities. The NHAGD Project Manager shall be responsible for consolidating comments on draft deliverables for the contractor, and for forwarding these consolidated comments to the Contractor.

3.4 The Contractor shall assume that during the site visits, the NHAGD Project Manager will work with facility/shop POCs to ensure that relevant information will be readily available and provided to the Contractor either the day of the site visits or within 15 business days thereafter.

3.5 The Contractor shall grant the NHAGD Project Manager a reasonable and sufficient period of time, at least 7 business days advance notice, to coordinate with the facilities and shops and respond to all inquiries for relevant information about emissions sources to support completion of the Emissions Survey Report (ESR). The Contractor shall document all relevant information that is needed for the ESR within their advance notice request to the NHAGD Project Manager.

3.6 Beyond the site visit and the two scheduled project meetings in NH, the majority of the correspondence with the NHAGD Project Manager shall be via telephone or email.

3.7 All deliverables associated with this SOW will be Fixed Price.

**STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT
P37 AGREEMENT
EXHIBIT B - THE CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF
PAYMENT**

SUBJECT: Air Emissions Inventories 2014 and 2015

The Contract Price

The Adjutant General's Department will pay the contractor a maximum total of \$35,464.00. 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: Rebecca Martin), 1 Minuteman Way, Concord, New Hampshire 03301.

Terms of Payment

The Adjutant General's Department will pay the contractor based on approved project task completion including any deliverables and receipt of an accurate invoice. Invoiced prices shall be based on prices specified in the itemized Contractor cost proposal.

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

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

SUBJECT: Air Emission Inventories 2014-2015

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
P37 AGREEMENT
EXHIBIT D - Environmental Management System
Notice for Contractors and Contractor Employees**

SUBJECT: Air Emission Inventories 2014 - 2015

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

NHARNG environmental Management System (eMS)
ISO 14001:4.4.2 Competency, Training and Awareness

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 GEOINSIGHT, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on May 11, 1993. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have 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 9th day of July, 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) MICHAEL C. PENNEY hereby certify that I am duly elected
Secretary of (Corporation) GEOSIGHT, INC.

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 JUNE 25, 2014.

VOTED: That (Name) MICHAEL F. DALEY is duly authorized to enter into a
specific contract namely "Air Emissions Inventory 2014-2015" 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) JULY 8, 2014 and that (Name) MICHAEL C. PENNEY
is duly elected (Title) SECRETARY AND BOARD MEMBER of this Corporation.

+

ATTEST: Michael C. Penney
(Corporate Secretary)

DATE: JULY 8, 2014

CORPORATE SEAL

+

ATTEST: D. Rathbun
(Notary Public)

COMMISSION EXPIRES: DANIELLE M. RATHBUN, Notary Public
My Commission Expires August 24, 2016

DATE: July 8, 2014

NOTARY SEAL

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/29/2014

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).

| | | |
|--|--|--------------------------------------|
| PRODUCER Fred C. Church, Inc. 41 Wellman Street Lowell, MA 01851 (800) 225-1865 | CONTACT NAME: Wendy Radwan, AAI | |
| | PHONE (A/C, No, Ext): 978 3227167 | FAX (A/C, No): (978) 454-1865 |
| E-MAIL ADDRESS: wradwan@fredchurch.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A : Hartford Casualty Insurance Company | 29424 | |
| INSURER B : Hartford Fire Insurance Company | 19682 | |
| INSURER C : Twin City Fire Insurance Co. | 29459 | |
| INSURER D : Sentinel Insurance Company | 11000 | |
| INSURER E : | | |
| INSURER F : | | |

| | | |
|------------------|----------------------------------|-------------------------|
| COVERAGES | CERTIFICATE NUMBER: 30064 | 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 \$5,000,000 Cap on Aggregate Limit GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | | | 08UUNAX0305 | 6/15/2014 | 6/15/2015 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$ |
| D | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | 08UUNAX0305 | 6/15/2014 | 6/15/2015 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 08RHUAX0400 | 6/15/2014 | 6/15/2015 | EACH OCCURRENCE \$ 12,000,000 AGGREGATE \$ 12,000,000 \$ |
| C | 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 | N/A | 08WECQ3785 | 6/15/2014 | 6/15/2015 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 MA Auto Liability Limit \$1,000,000 |
| B | Business Auto | | | 08UENAX0361 | 6/15/2014 | 6/15/2015 | |

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

| | |
|---|--|
| CERTIFICATE HOLDER New Hampshire Adjutant General's Department NGNH-FMO-ENV 1 Minuteman Way Concord, NH 03301-5607 | 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 <i>Herman P Laturnau</i> |
|---|--|

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

“REQUEST FOR PROPOSALS”

SUBJECT: Air Emission Inventories 2014 - 2015

The Adjutant Generals Department is accepting written proposals until 4:00 p.m., prevailing time on Wednesday the 9th day of July 2014 for Air Emissions Inventories for Army Aviation Support Facility and the Manchester Readiness Center and Facilities Maintenance Shop (2014) and for the State Military Reservation and the New Hampshire National Guard Training Site (2015). The Air Emissions Inventories for 2015 are contingent upon funding. Written proposals can be mailed or shipped to the Adjutant General's Department, NGNH-FMO-ENV (ATTN: Rebecca Martin), 1 Minuteman Way, Concord, NH 03301. Written Proposals may be hand delivered the Building F, State Military Reservation, 1 Minuteman Way, Concord, NH 03301.

The specifications of the contract are identified on the attached sample P-37 Standard Agreement, Exhibit A (Statement of Work), Exhibit B (The Contract Price, Method of Payment and Terms of Payment), Exhibit C (Special Provisions), and Exhibit D (Environmental Management System Notice for Contractors and Contractor Employees).

The Adjutant General's Department, State of New Hampshire reserves the rights to accept any or all proposals, or reject any or all proposals, that may be in the best interest of the state. It is also understood that the Adjutant General's Department, State of New Hampshire reserves the right to award all or a portion of the proposals. Companies, corporation or trade names, except sole proprietorships must be registered with the State of New Hampshire, Corporate Division, Secretary of State's Offices Concord, NH 03301, phone (603) 271-3244/3246.

Complete Proposals will include: 1) Proposal Form, 2) Certificate of Authority, 3) Certificate from the Secretary of State's Office, 4) Certificate of Insurance showing coverage in the amount identified on the P-37 Standard Agreement, Section 14, 5) Description of staff members and qualifications, 6) Total itemized cost for the proposal per task by facility including all labor, materials and expenses, 7) 3 customer references.

Proposals will be evaluated to ensure all required proposal documents were provided, personnel specified to perform the work are sufficiently qualified through education and/or experience, and references provide favorable responses to the products received and experience working with the contractor. The Adjutant Generals will then consider the proposal costs and the value of any additional cost to inform our selection.

State Contracting procedures require the use of the state P-37 Standard Agreement form (attached for review). The P-37 Standard Agreement form will be completed after a Proposal is accepted. Proposals will be attached to a state P-37 Standard Agreement form, as Exhibit A (Air Emission Inventories SOW), and supplemented with Exhibit B (The Contract Price, Method of Payment and Terms of Payment), Exhibit C Special Provisions, and Exhibit D Contractor Awareness. Other Contracting documents, such as, Certificate of Insurance will be required to execute a state contract.

Written or verbal communications should be addressed to: The Adjutant General of New Hampshire, NGNH-FMO-ENV (ATTN: Rebecca Martin), State Military Reservation, 1 Minuteman Way, Concord, NH, Phone (603) 227-5124, e-mail rebecca.martin11.nfg@mail.mil. Alternate Point of Contact: Zachary Boyajian (603) 227-1439, zachary.l.boyajian.nfg@mail.mil

**STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT
"PROPOSAL FORM"**

SUBJECT: Air Emission Inventories 2014 - 2015

PROPOSAL DUE DATE AND TIME: Wednesday July 9th, 2014, 4:00 p.m.

LOCATION: Building F, State Military Reservation, 1 Minuteman Way, Concord NH

Greetings:

The undersigned, having carefully examined the specifications for Air Emission Inventories 2014 - 2015 and hereby Propose to furnish all materials, to perform all work for the above described project and provide all deliverables in strict accordance with said specifications.

The Adjutant General's Department, State of New Hampshire reserves the right to award all or portions of the contract and to reject all or portions of any Proposal.

In submitting this Proposal, it is understood that the Proposal Price is for the sum of all including all labor, materials and expenses found in the Proposal Form/Agreement Exhibit A, as per specifications, and shall be considered the fixed total price. It is also understood that the owner reserves the rights to accept any or all Proposals, or reject any or all Proposals, that may be in the best interest of the state.

PROPOSAL PRICE:

Includes all work described (all costs including all labor, materials and expenses found in the Proposal Form/Agreement Exhibit A).

| | |
|--------------------------------|-------------|
| Army Aviation Support Facility | \$ |
| (Written Amount) | (Numerical) |
| Manchester RC and FMS | \$ |
| (Written Amount) | (Numerical) |
| NHNG Training Site | \$ |
| (Written Amount) | (Numerical) |
| State Military Reservation | \$ |
| (Written Amount) | (Numerical) |
| TOTAL: | \$ |
| (Written Amount) | (Numerical) |

In accordance with the Requirements of the "Request for Proposals" The following documents are being submitted with this Proposal Form to make a complete Proposal (Please Check that each has been attached):

_____ Certificate of Authority

_____ Certificate of Good Standing (Corporate Division, Secretary of State's Office)

_____ Certificate of Insurance (P-37 Standard Agreement Section 14)

_____ Description of staff members and qualifications

_____ Total itemized cost per task for the proposal by facility including labor, materials and expenses

_____ List of 3 customer references

COMPANY NAME _____

ADDRESS _____

SIGNATURE OF CONTRACTOR'S REPRESENTATIVE _____

DATE _____ TITLE _____

PHONE NUMBER _____

E-MAIL _____

NGNH-FMO-ENV

June 26, 2014

Memorandum For Record

SUBJECT: Requests for bids for Air Emissions Inventories 2014-2015 were sent to the following on the noted date:

| | | |
|---|---------------|----------------|
| Marc Grant, AMEC | June 20, 2014 | Zack Boyajian |
| Rebecca Balke, Comprehensive Environmental Inc. | June 20, 2014 | Zack Boyajian |
| Bill Decker, EB Partners | June 25, 2014 | Rebecca Martin |
| David Boyes, HDR Inc. | June 25, 2014 | Rebecca Martin |
| Lynne Santos, Air Quality Associates | June 25, 2014 | Rebecca Martin |
| Erin Biolsi, TRC Solutions | June 25, 2014 | Rebecca Martin |
| Michael North, GZA GeoEnvironmental, Inc | June 26, 2014 | Rebecca Martin |



Rebecca Martin
NH Adjutant Generals Department
Environmental Compliance Specialist

The Adjutant General's Department

Air Emissions Inventory 2014-2015

Proposal Evaluation Panel Background Information

ZB: 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 19 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.

RM: 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.