



STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

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

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

Warren M. Perry, Colonel (ret.)
Deputy Adjutant General

Stephanie L. Milender
Administrator

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April 28, 2016

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

REQUESTED ACTION

The Adjutant General's Department respectfully requests approval to enter into a Cooperative Project Agreement with the University of New Hampshire (vendor #177867), for the purpose of performing a moth survey in the amount of \$14,476.00 for the period of Governor and Council approval through December 30, 2016. **100% Federal Funds.**

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

02-12-12-120010-22620000 ADJUTANT GENERAL – ARNG Environmental Resources	
- 102-500731 – Contracts for Program Services	\$ 14,476.00
Total	<u>\$ 14,476.00</u>

EXPLANATION

This proposed contract is to perform moth survey and species identification at the New Hampshire National Guard (NHNG) Regional Training Institute in Pembroke, New Hampshire. Specific moth species are key indicators of Pine Barrens habitat. The information collected as part of this survey will identify the presence and abundance of Pine Barren specialist and rare/at risk moth species and help evaluate the success of the restoration activities on the site. This survey will collect data to compare with baseline data collected in 2006.

The vendor was identified by distributing four (4) requests for proposals during February. Two (2) proposals were received. The University of New Hampshire was selected based upon the more comprehensive nature of their proposal, total cost comparison and a more optimal timeframe for the Adjutant General Department staff to participate in the survey.

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council
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The Federal Funds to pay for this Contract are provided to the Adjutant General's Department by the National Guard Bureau pursuant to a State-Federal Master Cooperative Agreement for the mutual support of the New Hampshire National Guard. The cost of this contract shall be reimbursed to the State by the Federal government at a rate of 100%. In the event that federal funds are not available, general funds will not be requested to support this program.

Your approval is respectfully requested.

Respectfully submitted,


William N. Reddel, III
Major General, NH National Guard
The Adjutant General

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, Adjutant General's Department

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Adjutant General's Department**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **12/30/16**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: **New Hampshire Army National Guard Moth Survey**

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Name: Stephanie Milender
 Address: NGNH-BA
1 Minuteman Way
Concord, NH 03301

Phone: 603-224-9909

Campus Project Administrator

Name: Dianne Hall
 Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd. Rm 116
Durham, NH 03824

Phone: 603-862-1942

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

State Project Director

Name: Arin Mills
 Address: NGNH-FMO-EV
1 Minuteman Way
Concord, NH 03301

Phone: 603-227-1460

Campus Project Director

Name: Donald Chandler
 Address: Professor of Zoology
University of New Hampshire
Department of Biological Sciences
Durham, NH 03824

Phone: 603-862-1735

Campus Authorized Official 
 Date 4/11/16

F. Total State funds in the amount of \$14,476 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share _____ % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. **W912TF-16-2-1002** from **National Guard Bureau** under CFDA# **12.401**. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) _____ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

H. State has chosen **not to take** possession of equipment purchased under this Project Agreement.
 State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **University of New Hampshire** and the State of New Hampshire, **Adjutant General's Department** have executed this Project Agreement.

By An Authorized Official of:

University of New Hampshire

Name: Louise Griffin

Title: Sr. Director, Research and Sponsored Programs Administration

Signature and Date:

Louise Griffin 4-11-16

By An Authorized Official of: the New Hampshire Office of the Attorney General

Name: Jeanine M. Giregenti

Title: Attorney

Signature and Date:

Jeanine M. Giregenti 5/17/16

By An Authorized Official of:

Adjutant General's Department

Name: Stephanie Milender

Title: Administrator III

Signature and Date:

Stephanie Milender 4-21-16

By An Authorized Official of: the New Hampshire Governor & Executive Council

Name:

Title:

Signature and Date:

EXHIBIT A

- A. Project Title:** New Hampshire Army National Guard Moth Survey
- B. Project Period:** April 1, 2016 through December 31, 2016
- C. Objectives:** To complete a moth survey and identification at the Pembroke Regional Training Institute (RTI) in Pembroke, NH and State Military Reservation (SMR) in Concord, NH. The information collected as part of this survey will identify the presence and abundance of Pine Barren specialist and rare/at risk moth species and help evaluate the success of the restoration activities on the site.
- D. Scope of Work:** Surveys to determine presence/absence and relative abundance of moths (macro-lepidoptera). Of particular interest are Pine Barrens specialist and rare/at risk moth species identified in the revised 2015 Wildlife Action Plan. A minimum of 6 ultraviolet light trap locations at the RTI and 3 ultraviolet light trap locations at the SMR. All macro-Lepidoptera collected will be identified to the sub species level and counted. Due to commitments during the academic year, the single samples from April and October, and the second sample from September will need to be taken by NHANG personnel, but will be part of the material to be identified at Campus. A single bid is submitted for both Pembroke Regional Training Institute (RTI) and the State Military Reservation (SMR) samples together (9 sites), as this will generate enough material appropriate for full-time student student for the summer. Having full-time support for the summer is important in recruiting good students.
- E. Deliverables Schedule:** An electronic copy and one printed color copy of the draft report will be delivered to State by December 2, 2016. The POC will review and provide written comments on draft report within 10 working days from receipt. Campus will prepare one printed color and one digital final report that includes revisions to the POC by December 30th, 2016.
- Both a draft and final report will include the following:
1. Description of the methods used for moth surveys.
 2. A map showing sampling sites for moths with associated GPS locations.
 3. Results of the presence/absence surveys for the targeted species by survey day/night and with respect to the various areas surveyed.
 4. Map showing the distribution of each of the targeted species.
 5. Relative abundance information for each of the targeted species.
 6. Lists of all lepidoptera species encountered with respect to the various areas surveyed.
 7. Discussion of the trend of Pine Barren specialist species found during this survey compared to previous surveys.
- F. Budget and Invoicing Instructions:** Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 75 days after the Project Period end date.

Budget Items	State Funding	Cost Sharing (if required)	Total
1. Salaries & Wages	8,559	0	8,559
2. Employee Fringe Benefits	1,392	0	1,392
3. Travel	1,044	0	1,044
4. Supplies and Services	494	0	494
5. Equipment	0	0	0
6. Facilities & Admin Costs	2,987	0	2,987
Subtotals	14,476	0	14,476
Total Project Costs:			14,476

EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: None or **Uniform Guidance issued by the Office of Management and Budget (OMB) in lieu of Circulars listed in paragraph above.** .


Date 4/11/16

MEMORANDUM FOR RECORD

SUBJECT: Written Proposals and Decision for the New Hampshire Army National Guard Moth Survey

1. The Adjutant General's Department sent the above-referenced Request for Proposal (RFP) via e-mail on February 18, 2016 to the following individuals /companies:

- a. Donald Chandler at University of New Hampshire. Donald.chandler@unh.edu.
- b. Mark Mello at the Lloyd Center for the Environment. Markmello@lloydcenter.org
- c. Rick Van de Poll at Ecosystem Management Consultants. rickvdp@gmail.com
- d. Vanessa Jones at NH Audubon. VJones@nhaudubon.org

2. The University of New Hampshire and NH Audubon responded with a proposal within the allowed time. Mark Mello of the Lloyd Center called me and discussed concerns for his ability to fulfill the entire request as he would not have the time or staff available throughout the season to fulfill the entire request. The proposal submitted by NH Audubon was a joint proposal with the Lloyd Center (Mark Mello) where NH Audubon proposed to conduct the field work and Mark Mello would complete the identification, as NH Audubon does not have trained staff able to complete the identification. No proposal was received from Rick Van de Poll.

3. The following proposals were received:

a. University of New Hampshire	
Collection and Identification	\$14,476.00
Identification Only	\$12,679.00
b. NH Audubon	
Collection and Identification	\$11,518.00
Identification Only	\$5,041.00

4. Both proposals were reviewed by Arin Mills and Zachary Boyajian. Both proposal include the experience and technical qualifications to complete the work including identify moth species.

5. The comprehensive nature of the proposals was evaluated based on the specified sampling time frame and sample intensity (# of sample points) in the RFP. Due to time, staffing and equipment restraints neither proposal was able to fully meet the contract requirements and NH Adjutant General's Department (AGD) staff time and equipment will be needed to complete the surveys. The proposal from the University of New Hampshire (UNH) did not allow for traps to be set in April (1 night), September (1 night) and October (1 night), and AGD staff would be responsible for collecting 3 nights, 9 traps per night, a total of 27 sampling locations at 2 sites. The proposal did include cost for identification of all samples collected, both by UNH and AGD throughout the entire sampling period. The proposal submitted by NH Audubon (NHA) assumed 12 nights and 3 samples/night at the Pembroke site would be done by AGD staff throughout the entire field season, totaling 36 sampling locations at 1 site. NHA proposal did include cost for identification of all samples collected, both by NHA and AGD throughout the entire sampling period minus shipping of AGD samples to the Lloyd Center in RI. Based on the number of samples the AGD would need to conduct the UNH proposal is more comprehensive.

5. Cost effectiveness was evaluated based on the proposal price and the cost of AGD staff conducting the additional surveys. The nature of the survey techniques for this type of survey requires light traps to be set each evening and collected early the following morning due to limited battery life and risk of specimens being destroyed if not retrieved. Each sample must also be sorted and stored immediately after retrieval from the field so that specimens do not deteriorate before identification. Below is an estimated cost comparison for AGD staff involvement, assuming 1 full-time and 1 part-time staff person, to conduct portions of the surveys not able to be completed by the contractor:

AGD staff cost with UNH: estimated 2 hour per trap night at the SMR for 3 nights, SMR Total, 6 hours and 4 hours/trap night at Pembroke (3 samples/night) for 6 trap nights, Pembroke total 24 Hours. 30 hour total hours for both full-time staff @ \$44.36/hr and intern @ \$17.13/hr = \$61.49/hour

AGD Staff cost:	\$1,844.70
UNH Proposal:	\$14,476.00
Total Cost Effect:	\$16,320.70

AGD staff cost with NH Audubon: estimated 4 hours/trap night at Pembroke (3 samples/night) for 12 trap nights totaling 48 hours for both, full time @\$44.36/hr and intern @ \$17.13/hr = \$61.49/hour

AGD Staff cost:	\$2,951.52
NHA Proposal:	\$11,518.00
Total Cost Effect:	\$14,469.52

NHA proposal is more cost effective with a total cost differential of \$1,851.18.

6. The proposal from NH Audubon places more of a burden on the AGD staff by requiring staff to place, retrieve and sort traps throughout the field season. This time commitment by AGD staff is more valuable and takes away from other projects/surveys the staff are conducting during this time. In addition to the extra time required by the NHA proposal the seasonality of the time needed by the AGD staff to fulfill these additional hours is not desirable. NHA proposal requires AGD involvement during the summer months when a number of other surveys are being conducted by AGD Staff. The UNH proposal requires AGD Staff during the spring and more particularly in the fall when fewer surveys are being conducted by our staff.

7. Based on the more comprehensive nature of the UNH proposal and more optimal timeframe for AGD staff to supplement UNH with samples collection the additional cost is warranted and will enable the AGD to complete more projects during the year.

8. Point of contact for this memorandum is the undersigned, at (603) 227-1439 or Zachary.I.boyajian.nfg@mail.mil

Zachary Boyajian
 NH Adjutant General's Department
 Environmental Program Manager

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

EXHIBIT C, SPECIAL PROVISIONS

SUBJECT: UNH Cooperative Project Agreement - Moth Survey

The following special provisions modify, change, delete or add to the General Provisions of the agreement. Where any part of the General Provisions is modified or voided by these Special Provisions, the unaltered provisions for that part shall remain in effect.

1. This agreement is funded, wholly or in part, by monies of the Federal Government of the United States; therefore, all parts and provisions of this agreement that refer to contract which are funded in any part by the federal government are applicable to this agreement.

2. The term "Contracting Officer" as used in this agreement shall mean the State's Contracting Officer as is specified at item #1.9 of the General Provisions of this agreement or his authorized representative. No individual shall be an authorized representative of the Contracting Officer unless he or she is so appointed in writing by the Contracting Officer, in which case such written appointment shall be provided to the Contractor.

3. The Contractor shall be responsible to correct, at his own cost and expense, defective work, or damaged property when defects and damage are caused by the Contractor's employees, equipment or supplies. The Contracting Officer may withhold all, or part of, payments due to the Contractor until defective work or damaged property caused by the Contractor, his employees, equipment or materials, is placed in satisfactory condition

4. **General Provisions** are amended as follows:

a. **Provision 7. PERSONNEL sub-part 7.2:** Delete the period at the end of the provision, and add the following:

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

b. **Provision 9. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION:** Add the following sub-part:

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

5. GOVERNING REGULATIONS:

Title 2 Code of Federal Regulations (CFR) Part 200, and **NGR 5-1**, shall govern this Agreement and include the following terms and conditions:

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 as implemented by Department of Labor regulations at 41 CFR Chapter 60.
- c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. Section 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 56.

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.

Drug-Free work Place.

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

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 Solid Waste Disposal Act (SWDA));
- (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 40 CFR Part 31;
- (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.

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).

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. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

Debarment and Suspension.

Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The grantee agrees to comply with the DOD implementation of 2 CFR Part 180 (at 2 CFR Part 1125) by checking the Excluded Parties List System (EPLS) at www.sam.gov to verify contractor eligibility to receive contracts and subcontracts resulting from this Agreement. The grantee and sub recipients shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the grantee and sub recipient contract files, and shall be subject to audit by the grantor and Federal/State audit agencies

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.10a et seq.). 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.

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.

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.

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 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

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

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
- Vehicle Travel (fleet) Between Work Stations

These significant aspects and their associated impacts are closely monitored by the NHARNG. Further, the NHARNG is tracking the success of the implementation plans established to achieve the NHARNG's objectives.

For the purposes of this notice, applicability is limited to those actions that the contractor or subsequent employees are likely to perform on NHARNG properties.

The primary purpose of this notice is to communicate the three basic tenets of the NHARNG's eMS policy:

- eMS (ISO 14001) is the management system the NHARNG uses to implement the Adjutant General's Environmental Policy;
- The eMS Environmental Policy commits the NHARNG to comply with environmental laws and regulations, to prevent pollution and to promote continual improvement of the eMS; and
- Contractors are responsible for knowing the environmental impacts of their services, and must understand the management requirements for any activities that could affect any of NHARNG's significant aspects, or that could result in potential environmental impacts.

Energy Use

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

Vehicle Travel (fleet) Between Work Stations

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

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:

The Adjutant General's Dept. Environmental Staff (603) 227-1439

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