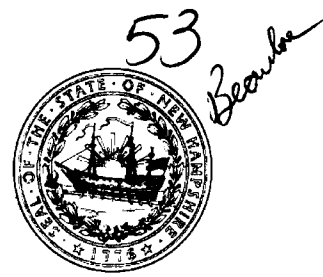




The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner



February 17, 2016

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

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into a **SOLE SOURCE** contract with the Northeast Waste Management Officials' Association (NEWMOA) (Vendor # 161803), Boston, Massachusetts, in the amount of \$59,546.00 to provide funding for the Northeast Regional Pollution Prevention (P2) Information Center, effective upon Governor and Council approval through September 30, 2016. 100% Federal funds.

Funding is available in the account as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

	<u>FY 2016</u>	<u>FY2017</u>
03-44-44-440010-5009-102-500731	\$25,000	\$34,546

Dept of Environmental Services, Northeast Regional P2 Center, Contracts for Program Services

EXPLANATION

This is a **sole source** contract because US Environmental Protection Agency's (USEPA) Office of Chemical Safety & Pollution Prevention has authorized DES to receive grant funds on behalf of the Northeast Waste Management Official's Association (NEWMOA), with the requirement that the department would enter into a contract with NEWMOA for \$59,546 to continue this regionally-based P2 project. NEWMOA is not eligible to directly receive USEPA funds for this project.

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

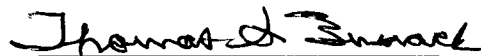
collaboration among states on green hospitality, green grocery stores, alternatives to dry cleaning and sustainable craft brewing; advancing the green chemistry social network; expanding the zero waste social network and existing core functions such as providing a national P2 news service; developing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

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

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

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

We respectfully request your approval.



Thomas S. Burack
Commissioner

Subject:


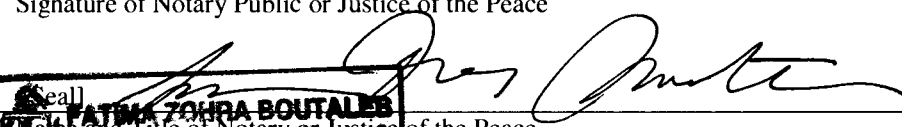
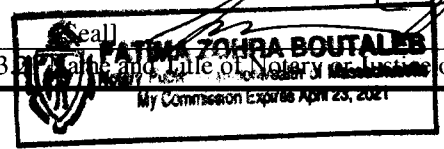
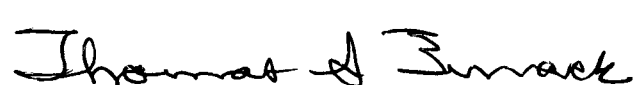
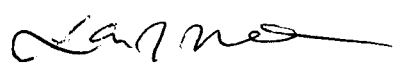
Northeast Regional Pollution Prevention Information Center (P2Rx) cont.

FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, New Hampshire	
1.3 Contractor Name Northeast Waste Management Official's Assn. (NEWMOA)		1.4 Contractor Address 89 South Street, Suite 600, Boston, MA 02111	
1.5 Contractor Phone Number 617-367-8558	1.6 Account Number 03-44-44-440010-5009-102	1.7 Completion Date September 30, 2016	1.8 Price Limitation \$59,546
1.9 Contracting Officer for State Agency Stephanie D'Agostino		1.10 State Agency Telephone Number 603-271-6398	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Terri Goldberg, Executive Director	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Middlesex</u> On <u>02/08/2016</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 			
1.13.2 Name and Title of Notary Public or Justice of the Peace 			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Thomas S. Burack, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>2-23-2016</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

EXHIBIT A

SCOPE OF SERVICES

Northeast Regional Pollution Prevention Information Center

1. Innovation in the Dry Cleaning Sector: Under this Scope of Services, NEWMOA will educate dry cleaners about safer alternatives to traditional dry cleaning through the use of demonstration events. NEWMOA will coordinate two demonstration events at existing wet cleaners. In addition to the two in-store demonstration events, NEWMOA staff will coordinate two “pop-up” wet cleaning demonstration events. The pop-up events will involve working with vendors to deliver equipment to sites and install the equipment temporarily. All demonstration events will involve hands-on demonstrations of the technology in operation and allow dry cleaners to observe the equipment in operation as well as ask questions of vendors and operators.

2. P2Rx Core Functions: NEWMOA will continue to maintain the core functions of the Northeast Regional Pollution Prevention Information Center including: maintaining a functioning website, participating in the National Network through conference calls and meetings, and supporting network collaborative initiatives.

3. Northeast P2 & Sustainability Roundtable: Under this Scope of Services, NEWMOA staff will host quarterly calls of the Roundtable. Participants from state and local P2, assistance, and sustainability programs as well as university-based programs will be invited to share updates on recent activities of their program. NEWMOA will gather information during the regarding ongoing challenges facing programs, identify priorities, and discuss the information and programmatic support needs of programs to help inform NEWMOA’s future work. NEWMOA staff will host three additional calls of sector workgroups focused on efforts in sectors such as the grocery sector, hospitality, and craft breweries.

4. Connecting Businesses and Assistance Providers Online to Advance Sustainable Outcomes: Under this Scope of Services, NEWMOA will manage three professional social networks:

- The National Sustainable Lodging Network
- The Zero Waste Connection
- The Green Chemistry Connection

These social networks allow assistance providers and businesses to share information and ideas on source reduction and sustainability practices. NEWMOA will support these networks by hosting the websites, posting information on events and resources, and sending out periodic email updates.

Deliverables

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

- Hosting two demonstration events at existing wet cleaners

TG
2/8/16

EXHIBIT B

PAYMENT SCHEDULE

Northeast Regional Pollution Prevention Information Center

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

NEWMOA Personnel	29,733
Executive Director (0.02 FTE/year)	2,064
Project Manager (0.37 FTE/year)	26,920
Intern (0.01 FTE/year)	234
Administrative Assistant (0.01 FTE/year)	515
Fringe (30% of salaries)	9,217
Travel¹	2,000
Contractual	0
Other	459
Total Direct Charges	41,409
Indirect Charges²	18,137
Total Budget	\$59,546

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

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

TLG
2/8/16

CERTIFICATE

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

Robert Kaliszewski
(Printed name of officer authorized to sign)

IN WITNESS WHEREOF, I have hereunto set my hand as Chairman of the Board of Directors of the Association, this 5th day of February, 2016.

Robert Kaliszewski
Chair, Board of Directors

State of Connecticut, County of Hartford

On this the 5th day of February, 2016, before me Synn Token
Notary Public

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

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

Synn Token
Notary Public

Commission Expiration Date:
(Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eastern Insurance Group LLC 233 West Central St Natick MA 01760		CONTACT NAME: Select Department PHONE (A/C, No, Ext): (800) 333-7234 X66807 FAX (A/C, No): 781-586-8244 E-MAIL ADDRESS: selectwork@easterninsurance.com	
INSURED Northeast Waste Management Officials 129 Portland Street Boston MA 02114		INSURER(S) AFFORDING COVERAGE INSURER A: Great American Insurance Co NY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER Master 15-16 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			SPP556315509	9/10/2015	9/10/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SPP556315509	9/10/2015	9/10/2016	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"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			SPP556315509	9/10/2015	9/10/2016
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC556315609	9/10/2015	9/10/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

New Hampshire Department of Environmental
29 Hazen Drive
Concord, NH 03302-0095

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Koegel/PKG

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