

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 4/1/2019

CONTRACT #: 8002510

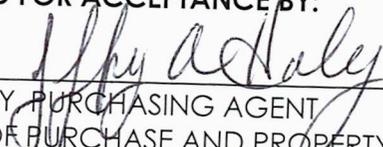
NIGP CODE: 926*

CONTRACT FOR: Hazardous Waste Part II-Clean-Up

CONTRACTOR: Allstate Power Vac dba ACV Enviro APV

VENDOR CODE #: 302903

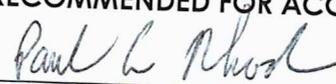
SUBMITTED FOR ACCEPTANCE BY:



JEFF HALEY, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 4/2/19

RECOMMENDED FOR ACCEPTANCE BY:



PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 4/3/19

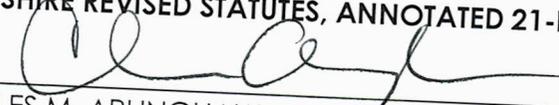
APPROVED FOR ACCEPTANCE BY:



GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 4/3/19

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 4-3-19

Subject: Hazardous Waste Part II- Petroleum Clean-Up

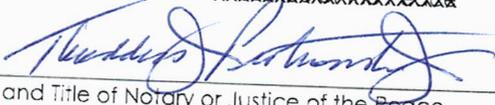
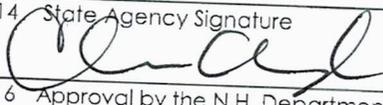
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Administrative Services		1.2 State Agency Address State House Annex 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Allstate Power-Vac, Inc. dba ACV Enviro APV		1.4 Contractor Address 1500 Rahway Ave, Avenel, NJ 07001	
1.5 Contractor Phone Number 508-872-5000	1.6 Account Number Various	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$7000,000.00
1.9 Contracting Officer for State Agency Jeff Haley		1.10 State Agency Telephone Number 603-271-2202	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Donna Miller Vice-President	
1.13 Acknowledgement: State of New Jersey, County of Middlesex On <u>3/28/19</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 XXXXXXXXXXXXXXXXXXXX  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Thaddeus J. Piotrowski Jr. Notary Public of the State of New Jersey			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: <u>4/3/19</u> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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.

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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.

EXHIBIT A SCOPE OF SERVICES

1. INTRODUCTION

Allstate Power Vac, Inc. dba ACV Enviro APV (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Hazardous Waste-Part II Petroleum Clean-up Services in accordance with the bid/proposal submission in response to State Request for Bid 2175-19 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Scope of Services
- c. EXHIBIT B Payment Terms
- d. EXHIBIT C Special Provisions
- e. EXHIBIT D RFB 2175-19

3. TERM OF CONTRACT

This contract shall commence on April 1, 2019 or the date approved by the Commissioner of Administrative Services, whichever is later, and terminates on June 30, 2021, a period of approximately two (2) years.

4. SCOPE OF WORK

THIS CONTRACT IS FOR STATE USE ONLY. Any resulting contracts for State use shall be between the State and the successful vendor(s). Under the provisions of RSA 21-I:17, the successful vendor(s) may make additional procurement contracts available to counties, cities, towns, school districts, special districts or precincts, governmental sub-divisions, any non-profit Agency certified under the provisions of section 501 (C) (3) of the Federal Internal Revenue Code, **"Other Participants" at terms and conditions mutually agreeable between the parties.** The successful vendor(s) and Other Participants shall determine service and contract requirements. Any resulting contracts between the successful vendor(s) and Other Participants shall be considered separate from the State Contract(s). The State shall not be held liable for any contracts between the successful vendor(s) and Other Participants for the procurement of **HAZARDOUS WASTE – PART II – PETROLEUM CLEAN-UP SERVICES.** Any contract issues for Other Participants shall be handled between the successful vendor(s) and the Other Participants.

GENERAL TERMS AND CONDITIONS

1. Projects are to be quoted per occurrence to all Vendors awarded a contract based on the pricing in the Offer Section. Utilizing agency shall issue a detailed Scope of Work (SOW) through a Request for Quote (RFQ) to include all specifications of each individual project. The RFQ will be awarded to the lowest cost response meeting specifications.
2. Services are requested for the cleanup, disposal, recycling, or treatment of petroleum products discharged into the environment. These discharges can consist of but are not limited

to: ruptured or leaking underground and/or above ground storage tanks, leaks from piping, spills, illegal petroleum dumps, or other circumstances involving the release of petroleum products. All these conditions and any other similar conditions presenting a hazard to the environment, or health and safety of the public shall be included under any awarded contract. The Vendor shall furnish the necessary personnel, permits, material, equipment, services, and facilities to perform the work contained in the Scope of Work.

2. The Vendor shall identify laboratories to be used for testing of petroleum products, soils, water and other samples required to be analyzed under any awarded contract. The laboratories shall be certified by the N.H. Department of Environmental Services.
3. It shall be the Vendor's responsibility to obtain all local, State, and -Federal permits required under any awarded contract.
4. The services to be performed under this Agreement shall be in accordance with all current State and Federal Emergency Response Requirements.
5. All work and remediation shall follow the Env-Or 600 Contaminated Site Management, and EPA Standards, New Hampshire Department of Environmental Services (NHDES) regulations, regulations established by OSHA, national fire standards, and applicable local codes and ordinances.
6. A duly authorized representative for the state agency/municipality/institution requiring work by the Vendor shall perform inspection and acceptance of materials and services 78. The Vendor shall ensure that all sampling conducted is in accordance with applicable EPA analytical protocols. It is anticipated that air, surface water, groundwater, and soil samples shall be collected. All samples shall be properly collected in the appropriate containers and be properly preserved and transported. Strict chain-of-custody procedures shall be followed at all times in order to guarantee sample integrity.
7. The Vendor shall provide at least 51% of the labor, equipment, and materials based on the final invoiced costs for each assignment, minus the associated transport and disposal costs. Exceptions shall be allowed where transport and disposal are the primary work activities.
8. Any contract or contracts awarded under this bid may be funded in part by a grant from the United States Environmental Protection Agency. Neither the United States nor any of its departments, agencies, or employees is or will be a part to the bid or any resulting contract.

B. SPECIFICATIONS

1. Services to be provided by the Vendor shall include but are not limited to the following activities:
 - a. containment of free phase petroleum product;
 - b. collection of free phase product to prevent migration. Methods of collection of both surface and subsurface free product may include: interception trenches, dual pump systems, floating surface skimmers, and oil/water separators;
 - c. collection of floating and submerged oil;
 - d. installation of temporary above ground tanks and associated piping;
 - e. groundwater recovery employing one or more of the following processes: well points, collection trenches, recovery wells, hydraulic barriers, and injection wells;
 - f. control of surface water through diversion and/or collection;
 - g. excavation for the removal of contaminated soil and sediments;

- h. transportation and disposal of collected free phase product, soils, sediments, and consumable materials used in the clean-up of a site;
- i. groundwater treatment through the use of activated carbon adsorption, air stripping, biological treatment, soil vapor extraction, and dual phase extraction;
- j. securing the site from trespassers and/or all unauthorized personnel.
- k. removal of above ground and underground storage tanks.

C. EMERGENCY AND NON-EMERGENCY RESPONSE

- 1. If a release poses a significant and immediate threat to human health and to the environment, then the release is considered an emergency. The State will determine if an emergency exists.
- 2. The Vendor shall respond to a non-emergency spill or release within a maximum of 24 hours unless a greater time is approved by the Agency. The State will determine if a spill or release is a non-emergency.
- 3. The State and Vendor shall agree to the choice of the method to be used in addressing the cleanup of a site prior to commencement of the work.
- 4. The Vendor shall have the capability to provide a satisfactory initial response to any reported emergency petroleum release or spill in the State of New Hampshire.
- 5. The 24-hour manned emergency telephone number for the State of New Hampshire is 603-271-4381. The NHDES telephone number for the Waste Management Division – Spill Response & Complaint Investigation Section is 603-271-3899; (8am to 4pm, Mon- Fri.)
- 6. The Vendor shall maintain a 24-hour per day, 7 days per week response capability.
- 7. In situations where severe weather conditions may affect road conditions and the travel time, the State contact person may allow the Vendor additional travel time. Such additional travel time shall be agreed to at the time of notification and shall be documented by both the Vendor and the State contact person.
- 7. When a spill occurs, the Agency contact person shall notify the Vendor by telephone, providing the best available information regarding the spill. If possible, this will include the location, type of product, and estimated size of the spill, a brief description of the impacted area, name and contact phone number of responsible party, and a preliminary list of the resources that may be required.
- 8. The Vendor may be supervised by representatives of the State.
- 9. Any discharge of oil in violation of RSA 146-A shall be reported to the NHDES, Waste Management Division by any party having knowledge of the discharge.
- 10. Upon arrival at the site of a hazardous waste spill or incident, the Part II Vendor shall coordinate with the State representative to use the Part III Contractor's services or applicable bid rates.

D. ASSIGNMENT OF PERSONNEL

- 1. Assignment of Vendor personnel to any of the projects/sites shall be appropriate to the complexity and size of the project and the type of work to be performed. The lowest technical level of personnel capable of performing the work shall be assigned to the project whenever possible. Where overly qualified personnel are assigned to the project, the Agency, at its sole discretion, may pay the Vendor at the rate in the Bid for the work actually being

performed, i.e., should a Foreman be performing the duties of a Laborer, the rate paid by the Agency may be reduced from the rate of Foreman to that of Laborer

2. Duplicate supervisory personnel shall not be assigned to the project unless the work effort warrants that level of involvement. As an example, the assignment of multiple Foremen to a project shall be appropriate to the level of work occurring.
3. The Vendor shall provide to the Agency, the names and job assignments of all management personnel for approval prior to assignment to the Work. Once assigned to the project, the Vendor shall not substitute personnel in any of the management positions without prior approval from the Agency.

E. HEALTH AND SAFETY

1. The nature of the work to be performed is inherently hazardous.
2. In performance of work under any awarded contract the Vendor shall, as a minimum, satisfy all federal, State, and local statutes, regulations, ordinances, etc., regarding health and safety. The Vendor shall ensure complete compliance with all the requirements of 29 CFR 1910.120 "Hazardous Waste Operations and Emergency Response" Final Rule. Beyond these minimum requirements, the Vendor shall develop and make available to the State for review a Health and Safety Plan (HASP) specific to the release or spill site. These plans shall include: descriptions of measures designed to protect the health and safety of the incident responders, location of nearest hospital, and names of safety personnel.
3. The Vendor shall have sufficiently trained staff as safety personnel and as hazardous waste technicians and operators. The minimum safety training requirements are established in sub-Section C, Part III.
4. It shall be the Vendor's responsibility to amend or revise the HASP once on site to address specific site conditions.

F. CONSULTANTS, SUBCONTRACTORS AND VENDORS

1. The State may at any time by written order require the performance of extra work activities not included in the scope of the Bid. In the case of work that is done by subcontractors, payment to the Vendor shall be limited to a price determined by adding fifteen (15) per cent to the quoted cost of the work. Said markup shall be the Vendor's fee in directing the operations of the subcontractor, for administrative supervision, and for all overhead costs.
2. Consultants, Subcontractors and Vendors (add terminology from DES contract 5.2 through 5.2.8.
3. Vendor shall be responsible for all payments to the subcontractors.
4. The Vendor may use the service of a Subcontractor where reasonable, appropriate and consistent with industry practice. The Vendor shall not award any Work or Subcontractor without prior approval of the State Representative.
5. The Vendor shall be fully responsible to the State for the acts, errors and omissions of a Subcontractor.
6. The Subcontractor shall be bound by the same terms and conditions as those that bind the Vendor to the State, but there shall be no direct contractual relationship between a Subcontractor and the State.
7. The Vendor shall provide to the State the subcontractor's reports and documentation for each Assignment.

8. A Vendor that relies on a Subcontractor to provide equipment or services for Emergency Work shall structure their Subcontractor agreement (or agreements) to ensure same-day deployment capability.
9. A Vendor may employ the services of a Consultant as a Subcontractor for certain Assignments, with prior written approval of the State Representative.
10. A Vendor may obtain materials, supplies and services from a vendor as necessary to complete routine Work without specific approval of the State Representative.
11. The Vendor shall provide the State with all technical instructions, operations and maintenance manuals, warranties and security codes/keys, related to materials, supplies and services acquired from a Subcontractor or Vendor.

G. WORK ADJACENT TO STRUCTURES

1. For work in the vicinity of a structure which may affect structural integrity, the Contractor shall obtain the services of a qualified structural or geotechnical Professional Engineer licensed in the State of New Hampshire. The engineer shall provide evaluation and design services prior to the start of the work.
2. In instances where it becomes necessary to excavate next to existing structures, photos shall be taken of the structure prior to commencement of the work. Where appropriate, videotaping of the structural conditions may also be performed to supplement photographs. The completeness of the photographic record may be crucial in any subsequent litigation that may arise.

H. SITE RECORDS

1. The Vendor shall maintain records for each response site. These shall include daily logs, reports, and a photo history of the site. The Vendor shall maintain daily logs listing the work performed, the number of personnel on the site and equipment on site. The log shall also document weather conditions, list all personnel, subcontractors and visitors on-site.
2. The Vendor shall take photographs of the site conditions and photographs at the completion of the work. Digital photographs are preferred; if prints, photos shall be 4-inch by 6-inch color. Photos shall be documented with the date, time, and location of the camera. Should the project extend over several days, progress photos shall also be taken and kept with the project records.

I. INCIDENT REPORTS

1. The Vendor shall prepare a report upon the completion of the effort at each site. The purpose of the report is to document the incident and the work performed. The report shall provide findings, and conclusions regarding the activities completed; account for the funds expended, and provide guidance and recommendations, which could be, applied to future response efforts of a similar nature. Incident Reports shall be submitted within 30 days of completion of work on the site to the Agency, which had activated the service. Failure to submit the report within the time allowed shall result in the holding of all subsequent payments to the Vendor until the report is submitted. A copy of this report will also be submitted to the State, if any discharge of oil in violation of RSA 146-A has occurred.
2. At a minimum, each Incident Report shall include a completed Initial Response Action Reporting Form. The following supplementary information shall be provided in the report:
 - a. actual cost breakdown;
 - b. name of agency representative who initiated the response;
 - c. date and time personnel and equipment arrived;

- d. date and time Vendor notified;
- e. number of individuals responding;
- f. equipment and materials used; and recorded for disposal documentation

J. VENDOR PAYMENT REQUEST FORMAT & CONTENT

1. The Vendor shall invoice each Assignment separately. For long duration projects, multiple invoices may be submitted. Each invoice shall be submitted in the appropriate electronic format prescribed by the State.
3. Each payment request or invoice shall include the following information:
 - a) Department of Environmental Services Site Number, Project Type, Site Name, Town or City.
 - b) Vendor project number and dates when work was performed.
 - c) Invoice number and date.
 - d) Project description (for example, "truck rollover on highway, "XYZ Property).
 - e) Daily work summaries (complete and legible copies) including the following, as applicable:
3. An incident description.
 - a) List of all equipment and materials used with quantities.
 - b) List of all Vendor personnel on-site, with labor categories and hours worked by each individual.
 - c) Copies of Subcontract invoices and work orders, itemizing services and materials provided. Additional information may be required to document the cost of services and materials provided.
 - d) Copies of Vendor payroll sheets to document overtime pay per individual.
 - e) Copies of approved Scope of Work and Change Orders.
 - f) Copies of signed Waste Manifests and Bills of Lading.
 - g) Copies of Certificates of Disposal from approved facilities.
 - h) Invoice detail for each item shall include:
4. Price Schedule Item Number.
5. Item description.
6. Quantity billed.
7. Item price.
8. Amount billed.
 - a) The labor costs associated with preparation, travel, office time and on-site time shall be listed separately for each day of activity.
 - b) The invoice subtotal or total shall be provided at the bottom of each invoice sheet.
6. Emergency response premiums shall not be paid. No administrative and fuel/energy surcharge costs are permissible.
7. Payment for services shall be 100% of the billed amount, payable within 30 days upon acceptance of the Vendor's invoice. Certification of final disposition of the waste material shall be received by the Agency using the Vendor's services within 90 days from completion of the work waste shipment records should be received by the Agency no later than submittal of last invoice. The Agency may waive this requirement in situations where long-term services are required or where it is deemed appropriate.
8. Labor costs, with the exception of preparing site Incident Reports, shall apply to on-site time only. Portal-to-Portal and site to site time shall not be paid.
9. Item II-M-1, Site Mobilization and Demobilization, covers the cost to the Vendor for mobilizing equipment and personnel to the site of a significant spill, remediation, or project site and

subsequently demobilizing the equipment and personnel upon completion of the assignment. One payment shall be made for each site the Vendor is called to, regardless of the number of visits required to complete the task. Mobilization fees shall not be applied to assignments addressing small spills (less than 25 gallons), roadside pick-ups, and/or tasks that can be completed utilizing only light equipment (i.e. duty vans/trucks). Payment shall normally be made upon demobilizing from the site. However, where the Vendor's equipment and personnel will be required on-site for a period exceeding one month, half of the bid amount shall be paid for mobilization and the remaining half shall be paid upon demobilizing from the site.

10. The Vendor in providing costs for the disposal of the wastes, Items II-D-1 through II-D-7C shall include with each bid item a designation for the method of disposal of the material. The Vendor shall use one of the following letters to identify the method of disposal:

- a. R – recycling;
- c. I – incineration; or
- b. T – treatment;
- d. L- land filling

In the event a waste item is not covered in the Bid, the price for disposal, recycling, or treatment, shall be negotiated with the generating Agency, and so noted on the invoice rendered by the Vendor.

11. The State realizes that the most preferred method of disposal, recycling, may not be appropriate or possible for certain wastes. The Vendor's designation shall be the most preferred method of disposal available for the waste based on current industry standards. Consistent use by the Vendor of a disposal method of a lower preference than that commonly used may be grounds for rejection of the Bid, to be in compliant with State Government Waste Reduction, Recycling and Recycled Products Waste (RSA 9-C).

12. All labor prices Items II-L-1 through II-L-9 are based on Level D, personal protective equipment. Items II-P-1 through II-P-3 shall be the additional cost of providing Level A, Level B or Level C PPE to each worker donning PPE as directed by the Site Safety Officer, (29 CFR 1910.120, Append B).

13. Payment for laboratory analyses shall include all labor, materials, and equipment necessary to perform the laboratory analysis and report the results. The cost of performing special analyses not listed in the Bid or the NH Petroleum Reimbursement Fund Program unit and project base cost sheet shall be provided at a cost to be agreed upon by the Vendor and the Agency requesting the services. All laboratory analysis prices shall be based upon a two-week turn-around, unless the requesting agency requests an alternative turnaround time and associated costs.

14. If the project lasts for more than one (1) day and is over 80 miles from the Vendor's N.H. base of operations, per diem charges for employees on the project shall be allowed. Per diem rates shall be reimbursed for the expense of meals and lodging. Per diem rates shall not exceed the current prevailing rates for the State established by federal travel regulations. Receipts shall be originals and submitted with the request for compensation in order to verify the expense.

15. Costs for the disposal, recycling, treatment, land-filling and transportation of materials contaminated with hazardous wastes shall be accepted or rejected based on comparison with the Part II Contract bid prices and quoted prices by the Part III Contractor.

16. Prices for the disposal, recycling, treatment, and transportation of waste materials shall include all applicable state and federal fees and taxes.

17. Cost of preparing the HASP shall be included in and incidental to Item II-M-1, Mobilization and Demobilization, contained in the Bid when applicable.
18. Heavy Equipment that is on-site but not being used on a daily basis may be considered as standby equipment and payment for the Bid item shall be reduced to a standby rate. The standby rate for all equipment shall be 50% of the rate stated in the bid. Where it is agreed by the Agency that a piece of equipment is essential on site to mitigate a potential threat to on-site personnel, public health, or the environment, this reduction in the charge rate may not be applied.
19. Equipment used on-site for any part of the payment period shall be paid for the full amount of that period, i.e., equipment with a daily lease rate shall be paid the full rate regardless the length of time the equipment is used on-site within the payment period. Measurement for payment for equipment with half day rates shall extend from midnight to noon and from noon to midnight. Payment for equipment during on site time cross-over periods must be onsite for at least four hours and does not include travel time.
20. Cost for Equipment and/or items not included in this proposal shall use the NH Petroleum Reimbursement Fund Program unit and project base cost sheet. Payment for materials used without a Bid Item or NH Petroleum Reimbursements Fund Program shall be actual cost plus 10 percent. See Attachment A,
21. The cost of preparing and maintaining site records shall be included in and incidental to Mobilization and Demobilization, Item II-M-1, in the Bid when applicable.
22. Labor Bid Items shall be adjusted for overtime in accordance with the following schedule:
 - a. Bid Price x 1.5 – Work hours in excess of 8 hours on any weekday or Saturday
 - b. Bid Price x 2.0 – Work hours on Sundays and State recognized holidays.
23. The Contaminated Material Disposal bid items are for the cost to transport the wastes from the site or incident to the disposal facility and for the disposal, treatment, recycling, and /or land-filling of the wastes. There shall not be separate transport costs from the site or incident to a processing facility which in-turn packages the wastes for final disposal at another facility to be charged at the transport /disposal bid prices and will be billed at the equipment rate.

K. CHANGE ORDERS

1. The State shall use written Change Orders for Non-Emergency Work to authorize additional Work not originally requested under the approved Scope of Work or to authorize additional quantities and items for handling and disposition under the given Assignment. In some cases, the Change Order mechanism may be used by the State to consolidate and transport and/or dispose of contained wastes from more than one site for economic advantages. The amount of compensation to be paid to the Vendor for any extra work shall be agreed upon between the parties and stipulated in the Change Order.
2. The Vendor shall complete a Change Order form provided by the State for changes to time, materials, transportation or disposal costs, for any time or schedule change, and/or for use of subcontractors. The State must pre-approve the Work and dates under a Change Order, for the Vendor to be compensated.
3. The State may verbally authorize minor changes or alterations in the Work that do not involve extra cost. These items shall not need to be authorized by a written Change Order.

All services performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance

knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If **sub-contractors** are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all Hazardous Waste- Part II-Petroleum Clean Up services strictly pursuant to, and in conformity with, the specifications described in State RFB #2175-19, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

9. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Hazardous Waste- Part II-Petroleum Clean Up services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$700,000.00; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

CONTRACT - HAZARDOUS WASTE - PART II				
PETROLEUM CLEAN UP AND RECYCLING OR DISPOSAL				
Item	Description			
MOBILIZATION/DEMobilIZATION				
II-M-1.	Site mobilization and demobilization			
			COOS	\$500.00
			GRAFTON	\$500.00
			CARROLL	\$500.00
			SULLIVAN	\$500.00
			MERRIMACK	\$500.00
			BELKNAP	\$500.00
			STRAFFORD	\$500.00
			CHESHIRE	\$500.00
			HILLSBOROUGH	\$500.00
			ROCKINGHAM	\$500.00

	LABOR	Estimated Quantity	Unit	Unit Price
II-L-1.	Project Manager/Site Supervisor	200	Hour	\$40.00
II-L-2.	Health and Safety Officer	300	Hour	\$0.00
II-L-3.	Foreman	600	Hour	\$69.00
II-L-4.	Engineer	100	Hour	\$125.00
II-L-5.	Field Technician	1200	Hour	\$56.00
II-L-6.	Equipment Operator	800	Hour	\$60.00
II-L-7.	Driver	500	Hour	\$60.00
II-L-8.	Laborer	1600	Hour	\$0.00
II-L-9.	ICC Cert. Manager/Foreman	400	Hour	\$75.00
PERSONNEL PROTECTION CLOTHING AND EQUIPMENT				
II-P-1.	Add-on cost for Level C PPE (garment, gloves, disposable boots, mask, air purifying cartages and tape)	150	Half-day	\$50.00
II-P-2.	Add-on cost for Level B PPE (garment, gloves, disposable boots, mask, SCBA's and tape)	40	Half-day	\$100.00
II-P-3.	Add-on cost for Level A PPE (garment, gloves, disposable boots, mask, SCBA and tape)	24	Half-day	\$100.00
EQUIPMENT				
II-E-1.	Vacuum Truck	60	Half Day	\$350.00
II-E-2.	Roll-Off truck	50	Half Day	\$300.00
II-E-4.	Transport Tractor/ Tankers	120	Half Day	\$0.00

II-E-5.	Flat Bed Tractor/Trailers	50	Half Day	\$550.00
II-E-6.	Vactor 4500 CFM	50	Half Day	\$400.00
II-E-7.	Motorized Response Boat	40	Half Day	\$250.00
II-E-8.	Emergency Response Van and/or Trailer	50	Half Day	\$200.00
II-E-9.	Crew Cab and Utility Trucks	80	Half Day	\$75.00
II-E-10.	Standard Pickup Truck	160	Half Day	\$75.00
II-E-11.	Dump Truck, 12 Wheel	20	Half Day	\$400.00
II-E-12.	Dump Tractor / Trailer	100	Half Day	\$500.00
II-E-13.	Backhoe, 0.5 c.y. bucket and 16 feet dig depth	50	Half Day	\$450.00
II-E-14.	Excavator , 150 type	160	Half Day	\$500.00
II-E-16.	Skidsteer, "Bobcat" or equal	150	Half Day	\$245.00
II-E-17.	Loader, 1.5 c.y. bucket	10	Half Day	\$425.00
II-E-18.	Bobcat Attachments	4	Half Day	\$250.00
II-E-19.	Excavator Attachments	2	Half Day	\$550.00
II-E-20.	Box Truck or Rack Truck	50	Half Day	\$325.00
II-E-21.	Roll-Off Liner	20	EACH	\$60.00
II-E-22.	Roll-Off Container, 20 c.y.	40	Half Day	\$30.00
II-E-23.	Roll-Off Container 30 c.y.	16	Half Day	\$30.00
II-E-24.	Skimmer – Duckbill, Slurp, Swiss	20	Half Day	\$0.00
II-E-25.	Water Blaster – 10,000 psi.	8	Half Day	\$0.00
II-E-26.	Hosty Steam Cleaner – 800 psi	16	Half Day	\$225.00
II-E-27.	Compressor –125/175	20	Half	\$300.00
II-E-29.	Pump, diaphragm 2 inch or 3 inch discharge	16	Half Day	\$75.00

II-E-30.	Pump Centrif, 1-1/2 inch or 3 inch disch	16	Half Day	\$155.00
II-E-31.	Electric Air Fan, Explosion Proof	40	Half Day	\$175.00
II-E-32.	Compactor, Walk Behind	6	Half Day	\$300.00
II-E-34.	Drum Vacuum Pump	40	Half Day	\$75.00
II-E-35.	Drop-Off and Pick-Up Charge,	20	Incident	\$300.00
	any size container			
II-E-36.	Generator, up to 10K watt	16	Half Day	\$150.00
II-E-37.	Jackhammer, Bits and Hose	10	Half Day	\$150.00
FIELD MONITORING EQUIPMENT				
II-ME-1.	Photoionization Detector	100	Day	\$80.00
II-ME-2.	Metal Detector	40	Day	\$35.00
II-ME-3.	Oil/Water Interface Tape	10	Day	\$50.00
II-ME-4.	Oxygen/Explosimeter	50	Day	\$80.00
SAMPLING EQUIPMENT				
II-S-1.	Sampling Pumps	20	Day	\$30.00
II-S-4.	40 ml Vials	10	Case	\$90.00
II-S-5.	Well Bailers, Thieves Reusable	20	Each	\$28.00
II-S-6.	Well Bailers, Thieves Disposable	20	Each	\$8.50
CONTAINMENT AND CLEANUP MATERIALS				
II-C-1.	Drums, Type 17E, closed head	12	Each	\$50.00
II-C-2.	Drums Type 17H, open head	250	Each	\$35.00
II-C-3.	Drums, 25M, poly, 55 gallon	50	Each	\$45.00
II-C-4.	Drums, 17E, poly, 30 gallon	10	Each	\$45.00
II-C-5.	Drums, 17H, poly, 30 gallon	25	Each	\$40.00

II-C-6	Overpack Drums, steel, 85 gal	50	Each	\$100.00
II-C-7	Overpack Drums, Poly-Bondico, 90 gal	10	Each	\$200.00
II-C-8.	Sorbent Pads, 18" x 18"x 3/16", 200/bale	100	Bale	\$95.00
II-C-9.	Sorbent Booms 10' x 8" diameter, 4/bale	75	Bale	\$200.00
II-C-10.	Oil Snares, 30 units/box	50	Box	\$90.00
II-C-11	Speedi-dry, 50lb. bag	75	Bag	\$18.00
II-C-12	Polyethylene bags, 38" x 60" 4 mil, 50/case	10	Case	\$97.00
II-C-13	Oil Spill Containment" or 18"	2,000	Feet	\$5.00
II-C-14.	Oil Spill Containment Boom, 36" Curtain	1,000	Feet	\$9.00
CONTAMINATED MATERIAL DISPOSAL				
II-D-1.	Transportation and disposal of gasoline and water	100,000	Gallon	\$0.90
II-D-2.	Transportation and disposal of light oils and water, #2 and #4	20,000	Gallon	\$0.47
II-D-3.	Transportation and disposal of heavy oils and water, #6	5,000	Gallon	\$0.25
II-D-4a	Transportations and disposal of solids contaminated with gasoline (quantities of 3 drums or less)	100	Drums	\$300.00
II-D-4b.	Transportations and disposal of solids contaminated with gasoline (quantities of equivalent 4 drums or more)	200	Tons	\$40.00

II-D-4c.	Transportation and disposal of solids contaminated with gasoline (bulk quantities, over 15 tons)	10,000	Tons	\$35.00
II-D-5	Transportation and Disposal of Waste Gasoline	8000	Gallons	\$0.90
II-D-6	Transportation and Disposal of Waste Fuel Oil	12000	Gallons	\$0.47
II-D-7a.	Transportation and disposal of solids contaminated w/ oil (quantities of 3 drums or less)	200	Drums	\$95.00
II-D-7b.	Transportation and disposal of solids contaminated w/oil (quantities of equivalent to 4 drums or more, in tote boxes)	250	Tons	\$40.00
II-D-7c.	Transportation and disposal of solids contaminated w/oil (bulk quantities, over 15 tons)	25,000	Tons	\$35.00
ANALYTICAL LABORATORY SERVICES				
II-A-3.	Volatile Organic Compounds plus MtBE, for gasoline in Soil by EPA Method 8260B*	120	Each	\$94.00
	* NHDES Full List for VOCs			
II-A-4.	Volatile Organic Compounds plus MtBE, for gasoline in Water by EPA Method 8260B*	40	Each	\$85.00
	* NHDES Full List for VOCs			

II-A-5.	Total petroleum hydrocarbons for gasoline in soil by GRO -Purge and Trap-GC/Fid Method 8015	60	Each	\$88.00
II-A-10.	Polyaromatic hydro-carbons for fuel/diesel oil in soil by EPA Method 8270 or Method 8310	80	Each	\$135.00
II-A-11.	Total petroleum hydrocarbons for fuel/diesel oil in soil DRO by Extraction GC/FID Method 8015	80	Each	\$88.00
II-A-12.	Polyaromatic hydrocarbons, for waste oil in soil, by EPA Method 8310 or 8270	20	Each	\$245.00
II-A-13.	Polyaromatic hydrocarbons, for waste oil in water, by EPA Method 8310 or 8270	20	Each	\$135.00
II-A-14.	Total petroleum hydrocarbons for waste oil in soil by DRO Extraction GC/FID Method 8015	50	Each	\$88.00
II-A-15.	Metals analysis (arsenic, cadmium, chromium, lead and mercury for waste oil in soil by EPA Method 6010	25	Each	\$108.00
II-A-17.	Volatile Organic Compounds in Air by EPA Method TO-14	10	Each	\$375.00
II-A-18.	Add-on for 24-hour turn-around on analytical samples	100	Each	\$500.00
REPORTING				
II-R-1.	Incidence Response Reports	25	Each	\$250.00
II-R-2.	Engineer's Structural Report	10	Each	\$1,400.00
II-R-3.	Electronic submittals	50	Each	\$150.00

3. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

Projects are to be quoted per occurrence to all Vendors awarded a contract based on the pricing in the Offer Section. Utilizing agency shall issue a detailed Scope of Work (SOW) through a Request for Quote (RFQ) to include all specifications of each individual project. The RFQ will be awarded to the lowest cost response meeting specifications. Contractor must return quotes within three (3) business days. The quoted hourly rates shall not exceed the rates established under this contract. The SOW shall be issued to all Contractors under this contract for a quote. The project engagement will be based upon the lowest cost qualified quote.

4. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services in accordance with **Section J. Vendor Payment Request Format & Content** found in Exhibit A.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

5. PAYMENT

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

**EXHIBIT C
SPECIAL PROVISIONS**

There are no special provisions of this contract.

Contractor Initials DM
Date 3/28/19

EXHIBIT D

RFB #2175-19 is incorporated here within.

Contractor Initials MM
Date 3/28/19

State of New Hampshire

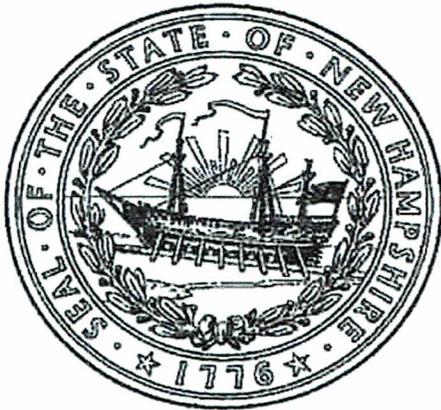
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ALLSTATE POWER-VAC, INC. is a New York Profit Corporation registered to transact business in New Hampshire on August 28, 1996. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 255428

Certificate Number: 0004408794



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of February A.D. 2019.

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

William M. Gardner
Secretary of State

**CONSENT IN LIEU OF SPECIAL MEETING
OF BOARD OF DIRECTORS OF
ALLSTATE POWER VAC, INC.**

The undersigned, being an authorized member of the Board of Directors of ALLSTATE POWER VAC, INC., a New York corporation (the "Corporation"), hereby approves and adopts the following actions:

RESOLVED, that Donna Miller, Vice-President of the Corporation, is hereby authorized to perform all actions, including the execution and delivery of bids and/or contracts, and other documents and agreements in the name and on behalf of the Corporation, deemed necessary and/or advisable by him in connection with the implementation and/or consummation of transactions with customers of the Corporation.

FURTHER RESOLVED, that facsimile or electronic signatures on these resolutions shall be deemed to constitute original signatures.

Dated: 3/28/19



Fred Knechtel Secy/Treas.





CERTIFICATE OF LIABILITY INSURANCE

11/1/2019

DATE (MM/DD/YYYY)

3/28/2019

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 have ADDITIONAL INSURED provisions or 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 LOCKTON COMPANIES 500 West Monroe, Suite 3400 CHICAGO IL 60661 (312) 669-6900	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Steadfast Insurance Company	NAIC # 26387
	INSURER B : American Zurich Insurance Company	40142
	INSURER C : Zurich American Insurance Company	16535
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED 1446666 ACV Enviro Corporation
Allstate Power Vac, Inc.
Clean Venture, Inc./Cycle Chem, Inc.
Envirotech Consultants, LLC
1500 Rahway Avenue
Avenel, NJ 07001

COVERAGES CERTIFICATE NUMBER: 15987905 REVISION NUMBER: XXXXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	GPL 0160671-02	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BAP 0160669-02	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	SXS 0160706-02	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B 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	WC 2508992-00 (AOS) WC 6950257-00 (WI)	11/1/2018 11/1/2018	11/1/2019 11/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A A	Env. Impairment E&O & Pollution Liability	N	N	EPC 0160703-02 GPL 0160671-02	11/1/2018 11/1/2018	11/1/2019 11/1/2019	\$5,000,000 Each Occ/\$10,000,000 Agg SEE ATTACHED FOR LIMITS OF INSURANCE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is included as additional insured as required by written contract with respect to General Liability per the terms and conditions of the policy.
 A 30 day notice of cancellation is included as required by written contract per the terms and conditions of the policy.

CERTIFICATE HOLDER 15987905
 State of New Hampshire
 Administrative Services
 Bureau of Purchase and Property
 25 Capitol Street, Room 102
 Concord NH 03301

CANCELLATION See Attachment

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

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