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

DATE: 7/7/20

CONTRACT #: TBD **NIGP CODE:** 926

CONTRACT FOR: Hazardous Waste Pt. 1

CONTRACTOR: ACV Environmental **VENDOR CODE #:** 302903
CONTRACTOR: NRC East Environmental **VENDOR CODE #:** 161724

SUBMITTED FOR ACCEPTANCE BY:

PAUL A. RHODES, ADMINISTRATOR III DATE 7/7/2020
BUREAU OF PURCHASE AND PROPERTY

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APPROVED FOR ACCEPTANCE BY:

GARY S. LUNETTA, DIRECTOR DATE 7/7/2020
DIVISION OF PROCUREMENT & SUPPORT SERVICES

****

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 DATE 7/7/20
DEPARTMENT OF ADMINISTRATIVE SERVICES

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 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name ACV Environmental Services, Inc.		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 August 31, 2023	1.8 Price Limitation $150,000.00
1.9 Contracting Officer for State Agency Jeff Haley, Purchasing Agent		1.10 State Agency Telephone Number 603-271-2202	
1.11 Contractor Signature Donna Miller Date: June 30, 2020		1.12 Name and Title of Contractor Signatory Donna Miller, Vice President	
1.13 State Agency Signature Date: 7/7/20		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On:			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials
Date 06/30/2020

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials _____

Date 06/30/2020

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials

Date 06/30/2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials _____

Date 06/30/2020

EXHIBIT A

SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials _____
Date 06/30/2020

EXHIBIT B
SCOPE OF SERVICES

1. INTRODUCTION

Contractor Name Here (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 1 – Pick Up and Disposal Services in accordance with the bid submission in response to State Request for Bid #2326-21 and as described herein.

2. CONTRACT DOCUMENTS

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

a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
b. EXHIBIT A Special Provisions
c. EXHIBIT B Scope of Services
d. EXHIBIT C Method of Payment
e. EXHIBIT D RFB 2326-21

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFB 2326-21."

3. TERM OF CONTRACT

This contract shall commence on September 1, 2020 or upon execution by the Commissioner of Administrative Services, whichever is later, and shall continue thereafter for a period of approximately three (3) years.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK

Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

PERFORMING SERVICES:

1.1 SERVICES

A. Services to be provided shall include:

a. laboratory chemical identification;
b. identification of laboratory chemicals from trade names;

Contractor Initials
Date 06/30/2020

c. analysis and classification of unknown chemicals;
d. packaging, labeling, and packing list preparation for disposal in accordance with DOT and EPA regulations;
e. manifest preparation and processing - Land Ban Forms for EPA compliance, Bill of Ladings;
f. transportation of waste to disposal sites;
g. recycling, treatment, and/or final disposal of the waste;
h. waste stream training and consultation

1.2 PICKUP, TRANSPORTATION AND DISPOSAL OF WASTES

A. The Contractor shall pick up hazardous wastes generated by Agencies. The operation will include: (1) providing and preparing US EPA/DOT Uniform Hazardous Waste Manifest and Land Ban, or if appropriate Bills of Lading, (2) segregating, profiling, providing packaging, containerizing, and labeling forms for the waste to be shipped (all whenever necessary), (3) loading the wastes into vehicles, (4) transporting the wastes to a permitted hazardous waste treatment, recycling, or disposal facility or facilities and (5) recycling, treating, incinerating, or finally disposing of the wastes. Final disposition shall include treatment by recycling whenever possible. All of the foregoing phases of operation, and any additional phases conducted by the Contractor, shall be performed in accordance with all applicable federal and State statutes and regulations. These statutes and regulations shall include, but not be limited to, the Federal Resource Conservation and Recovery Act, the State of New Hampshire's RSA Chapter 147-A and RSA 149-M, and the State of New Hampshire's Hazardous Waste Rules, Env-Wm 100-1000 and New Hampshire's Solid Waste Rules Env-Wm 100-300 and 2100-3700.

B. The Contractor shall also provide consultation, as requested, by the State or Agency under this Part. Such consultation may include recommendations for packing, containerizing, or storing of wastes.

C. The Contractor shall deliver all hazardous wastes collected to hazardous waste facilities that currently hold valid state or federal permits issued in accordance with federal and state approved Resource Conservation and Recovery Act Standards (RCRA). The Contractor shall deliver any solid waste to a permitted facility as defined by RSA 149-M. The State or Agency reserves the right to review the proposed treatment and/or disposal facilities and reject the use of any facility it may consider inappropriate for waste disposal.

D. The Contractor shall have and maintain throughout the contract term:
   1. A valid identification number from the U.S. Environmental Protection Agency;
   2. A valid State of New Hampshire registration to transport hazardous waste;
   3. Proper vehicle identification for each vehicle used by the Contractor to transport waste from the site; and required EPA/DOT Uniform Hazardous Waste Manifest forms and Land Ban forms, or as appropriate Bills of Lading shall be carried in the vehicle for each transported load.

E. When requested, the Contractor shall assist State or Agency employees who coordinate these contracted pick-up operations in the requirements for waste labeling and packing. Said assistance may include but not be limited to, providing occasional consultation on collection and packaging methods and providing assistance in completing or fully preparing the EPA/DOT Uniform Hazardous Waste Manifest and/or Land Ban forms. Said consultation shall be paid for under Chemist hourly rates.

Contractor Initials _____
Date 06/30/2020

F. The Contractor shall, upon request or whenever appropriate, provide containers and packaging materials necessary to transport the wastes in accordance with 49 CFR, Parts 172, 173, 178, and 179. Said containers shall include DOT shippable 5-gallon pails with lids of plastic or metal.

G. The Contractor shall be responsible for determining if each waste is acceptable for safe transportation and if each waste can be disposed of, recycled, or treated in an approved manner before the waste is removed from the site of generation.

H. The Contractor agrees to send Certificates of Ultimate Disposal, Recycling or Other Treatment and EPA/DOT Uniform Hazardous Waste Manifest, EPA Form 8700-22 to the State or Agency for waste collected by the Contractor at the generator's facility. Upon the request of the State or Agency, copies of said forms shall be sent to the State or Agency after delivery to the permitted hazardous waste recycling, treatment or disposal facility.

I. The Contractor shall have in place an operating system which tracks chemical transportation from the generator site to the ultimate disposal or recycling facility. The Contractor shall provide the State with proof that this system is in place upon request.

J. The service calls for collection and handling of petroleum tank bottom sludges (Section I-57). The work under this item consists of removing the sludges from the petroleum storage tank (s), placing the sludges in containers appropriate for the particular job, transporting and disposing of those sludges. The sludges may result from the storage of all forms of petroleum products including gasoline, fuel oil and motor oil.

K. The service calls for the collection and handling for paint tank bottom sludges (Section I-62). The work under this item consists of removing the sludges from the paint storage tank (s), placing the sludges in containers appropriate for the particular job, transporting and disposing of those sludges. The Contractor shall be responsible for the removal of the sludges from the tanks. The Contractor shall not be required to clean the tanks following sludge removal.

L. The service calls for the collection and handling for radiological waste (Section I-69). The work under this item consists of removing low level and solid form items such as laboratory check sources, aircraft gauges, measurement gauges, markers, self-illuminating devises, ceramics, watches, jewelry and similar materials. Such items may be comprised of, and/or contaminated by, radioisotopes classified as by- product, source, or naturally occurring. The radioactivity may range from just above background to levels that exceed public exposure limits, but not to the extent of being immediately injurious to life or health.

M. All disposal or recycling facilities destined to receive waste under this contract shall be properly permitted to handle the waste but cannot be a listed Superfund Site, nor a site that has been Cerclisted (targeted for investigation).

Labor Titles and Qualifications

The personnel functioning in the labor titles listed in all four parts of this Contract shall meet following minimum requirements and perform the stated functions:

Contractor Initials _____

Date 06/30/2020

Title	Job Definition	Requirements
Field Chemist	▪ Operate analytical testing equipment or instruments. ▪ Possess broad knowledge of field packing chemicals and manifesting of hazardous waste. ▪ Knowledge of lab packs policies, procedures and paperwork preparation. ▪ Prepare field samples in accordance with applicable standards and required protocols, per EPA SW-846. ▪ Collect field samples for chemical testing and analysis (per EPA-SW-846), following proper procedures to ensure representative samples and adequate chain of custody documentation. ▪ Prepare lab packs of waste materials for transportation in accordance with applicable regulations and standards. ▪ Prepare and maintains required documentation of work performed. ▪ Act as a consultant to the using Agency involving issues of consolidating, segregating, and disposing of hazardous materials and wastes.	▪ Minimum of one (1) year of experience as an environmental chemist. ▪ Bachelor of Science degree in chemistry or chemical technology or equivalent training and experience. ▪ OSHA health and safety trained (29CFR 1910.120) 40-hour OSHA Training. ▪ Trained and experienced in sampling procedures, lab packing, container handling, and handling of hazardous waste.
Technician	▪ Perform various tasks associated with cleanup of hazardous and petroleum contaminated sites. ▪ Has knowledge of and is capable of working in Level A, B, and C personal protective equipment. ▪ Operate small pieces of equipment such as pumps, oil booms, generators and other equipment used in site cleanup.	▪ Minimum high school education or equivalent. ▪ Minimum of one year of experience as a laborer in environmental service industry. ▪ General understanding of job requirements and site risks. OSHA health and safety trained (29CFR 1910.120), 40 hour training. ▪ Possess a valid driver's license.
Driver	▪ Operates dump trucks, tractor-trailer, vacuum trucks, pickups, and/or rack trucks.	▪ A clean driving record over the past year. Meet all appropriate State and

Contractor Initials _____
Date 06/30/2020

Title	Job Definition	Requirements
		federal licensing requirements. ▪ Have knowledge and experience in operating the specific piece of equipment they bring to a site.

GENERAL TERMS AND CONDITIONS

1. The Contractor shall provide for recycling or incineration of chemicals and wastes to the greatest extent possible. Chemicals shall be packaged whenever possible for direct disposal and not for repackaging at a transfer station unless destined for recycling.
2. The Contractor shall be required to provide regulatory & technical consulting services as described for Part I.
3. When contacted by representatives of the press, the Contractor shall refer all questions to the State for a response.
4. The Contractor shall pick up hazardous waste from eligible State entities and Agencies, as specified herein. Wastes shall be coded with the proper Hazard Code when co-mingled with other wastes at all points up to and including final disposition.
5. The Contractor shall provide a single price for the disposal of specific types of wastes collected under the Contract. Whenever possible, the wastes shall be recycled. However, when this is not possible, the Contractor shall use the following disposal preference list in order of priority:

   Recycling,
   Treatment,
   Incineration, or
   Landfilling.

6. The Contractor shall be capable of handling and disposing, or recycling, of highly reactive chemicals, including but not limited to those classified as:

   Spontaneously decomposing temperature sensitive;
   Shock, friction, and/or static charge sensitive;
   Oxidizing liquids;
   Air exposure sensitive; and
   Water exposure sensitive.

7. It shall be the Contractor's responsibility to obtain all local, state, and federal permits required to perform services.

8. The Contractor and its personnel, including any subcontractors approved by the State, shall observe all regulations or special restrictions in effect at the State Agency, and shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

9. The Contractor, in conducting the Work, shall comply with current U.S. Environmental Protection Agency Rules and Regulations; New Hampshire Revised Statutes Annotated (RSA) Chapter 146-A and C; RSA 147-A, B, C, and D; RSA Chapter 149-D; and all provisions, rules and

Contractor Initials RP
Date 06/30/2020

regulations, referenced to and promulgated thereunder including, but not limited to, the New Hampshire Hazardous Materials Incident Emergency Response Plan, and the Department of Environmental Services November 2001 Revision of the Emergency Response Protocol. Any revisions, additions, or deletions to any of the foregoing prior to or during the term of the contract, shall be deemed to supersede and replace those in current use.

HEALTH AND SAFETY

1. It is important in the handling of hazardous materials that extreme caution be taken to prevent any accidents, spills, releases, or fires. The Contractor shall, therefore, be required to implement a safety plan and provide assurances that all of the Contractor's personnel who may come in contact with and/or transport the hazardous materials are familiar with the safety precautions and spill cleanup procedures.

2. In performance of work under the Contractor shall, at a minimum, satisfy all federal, State, and local statutes, regulations, ordinances, etc., regarding health and safety. The Contractor 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 Contractor 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 Contractor shall have sufficiently trained staff as safety personnel and as hazardous waste technicians and operators.

4. The Contractor shall be responsible to the State and the local fire department, whenever appropriate, of any accidents, spills, releases, or fires involving hazardous materials, and for coordinating responses with the local fire department and with the Department of Environmental Services, Waste Management Division.

5. The Contractor shall have adequate safety equipment readily available for responding to any spills or other emergencies associated with the projects under the Contract.

6. The Contractor shall adhere to proper safety procedures for handling and transporting hazardous materials and shall respond to hazardous material discharge incidents in a manner that shall include the procedures set forth in these specifications.

Additional Requirements

Except as otherwise provided in this Scope of Services, all services performed under this Contract 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 State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

Contractor Initials _____

Date 06/30/2020

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer 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.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and 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 any State agency location at which services are to be provided.

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 services strictly pursuant to, and in conformity with, the specifications described in State RFB #2326-21, 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

Contractor Initials _____
Date 06/30/2020

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.

Contractor Initials _____
Date 06/30/2020

EXHIBIT C
METHOD OF PAYMENT

1. CONTRACT PRICE

The Contractor hereby agrees to provide hazardous waste – Part 1 – pick up and disposal services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of $150,000.00; 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

	SECTION 1	R-recycling; T-treatment; I-incineration; L-landfilling	5-Gallon Unit Price	15-Gallon Unit Price	30-Gallon Unit Price	55-Gallon Unit Price	Each Unit Price	Hourly Rate
I-1	Chemist: Field Testing, Containerizing, Packaging Wastes							$68.00
I-2	Technician: Assists in Containerizing Labpack, Loading Wastes onto vehicle							$52.00
I-3	Reactive Wastes, Solid (D003) i.e. cyanides, sulfides, explosives	Incineration	$60.00	$142.50	$148.75	$290.00		
I-4	Reactive Wastes, Liquid (D003) i.e. peroxides, perchlorates	Incineration	$60.00	$142.50	$148.75	$290.00		
I-5	Oxidizer Wastes, Solids, Flammable (D001)	landfill	$55.00	$118.75	$140.25	$240.00		
I-6	Oxidizer Wastes, Liquids, Flammable (D001)	Treatment	$45.00	$85.50	$93.50	$200.00		
I-7	Spent Halogenated Waste (F002), mixtures and blends	incineration	$40.00	$61.75	$63.75	$90.00		
I-8	Spent Non-Halogenated Waste (F003), mixtures/blends	Incineration	$40.00	$61.75	$63.75	$90.00		
I-9	Waste Acids w/pH <2 (D002) i.e. sulfuric, phosphoric, nitric	treatment	$40.00	$80.75	$93.50	$150.00		
I-10	Waste Base w/pH >12.5 (D002) i.e. bleach, sodium hydroxide	Treatment	$40.00	$76.00	$85.00	$125.00		
I-11	Liquid Wastes Containing Arsenic (D004)	Treatment	$40.00	$76.00	$85.00	$125.00		
I-12	Liquid Wastes Contain Mercury Salts (D009)	landfill	$60.00	$142.50	$153.00	$290.00		

Contractor Initials _____
Date 06/30/2020

I-13	Toxic Substances & Poisonous Liquids i.e. chloroform, formalin	Incineration	$40.00	$95.00	$119.00	$175.00	[redacted]
I-14	Lab Packs, Flammable	Incineration	$60.00	$142.50	$144.50	$290.00	
I-15	Lab pack, Acid	Treatment	$40.00	$76.00	$106.25	$200.00	
I-16	Lab pack, Basic	Treatment	$40.00	$76.00	$106.25	$200.00	
I-17	Lab pack, Fuels	Incineration	$40.00	$76.00	$106.25	$200.00	
I-18	Lab pack, Mercury	recycle	$100.00	$166.25	$318.75	$700.00	
I-19	Lab pack, Non-Hazardous	Incineration	$40.00	$61.75	$80.75	$130.00	
I-20	Lab pack, Organics	Incineration	$40.00	$76.00	$102.00	$200.00	
I-21	Lab pack, Oxidizers, solids	landfill	$60.00	$142.50	$157.25	$290.00	
I-22	Lab pack, Oxidizers, liquids	Incineration	$60.00	$142.50	$157.25	$290.00	
I-23	Lab pack, Pesticides/Herbicides	Incineration	$60.00	$142.50	$157.25	$290.00	
I-24	Lab pack, Reactives	Incineration	$60.00	$142.50	$157.25	$290.00	
I-25	Lab pack other chemicals	Incineration	$60.00	$142.50	$157.25	$290.00	
I-26	Lab pack, oil based paint	Incineration	$40.00	$76.00	$85.00	$200.00	
I-27	Lab pack, latex based paint	Incineration	$40.00	$61.75	$80.75	$130.00	
I-28	La pack, Waste Resins and Adhesives	Incineration	$40.00	$76.00	$85.00	$200.00	
I-29	Lab pack, aerosol can	Incineration	$40.00	$61.75	$80.75	$130.00	
I-30	Empty Drums, Used	recycle	$0.00	$0.00	$0.00	$0.00	
I-31	Pails & Drums, New, DOT Shippable	n/a - supplies	$15.00	$29.45	$35.70	$52.00	
I-32	Pails & Drums, Used, DOT Shippable	n/a - supplies	$15.00	$23.75	$25.50	$35.00	
I-33	Waste Pesticides or Herbicides, Liquids	Incineration	$40.00	$80.75	$85.00	$175.00	
I-34	Waste Pesticides or Herbicides, Solids	Incineration	$60.00	$142.50	$157.25	$290.00	
I-35	Fuel Type Petroleum Products for recycling, D001	Incineration	$40.00	$61.75	$59.50	$95.00	
I-36	Lubrication Products i.e. grease, pump oils	Incineration	$40.00	$61.75	$59.50	$100.00	
I-37	Used Crankcase Oils, MVA leaks, Garage Oils	recycle	$35.00	$42.75	$46.75	$60.00	
I-38	Motor oil	recycle	$35.00	$42.75	$46.75	$60.00	
I-39	Motor oil contaminated with water > 5%	recycle	$35.00	$42.75	$46.75	$60.00	
I-40	Motor oil contaminated with halogens	Incineration	$40.00	$61.75	$63.75	$100.00	
I-41	Used motor oil contaminated with PCBs	Incineration	$75.00	$332.50	$425.00	$850.00	
I-42	Oil saturated rags or absorbents solvent	Incineration	$40.00	$80.75	$110.50	$175.00	

Contractor Initials _____
Date 06/30/2020

	saturated rags or absorbents that can be incinerated						
I-43	Solvent or oil saturated rags or absorbents that cannot be incinerated	landfill	$40.00	$42.75	$46.75	$60.00	
I-44	Lab Waste Acetone (F003)	Incineration	$40.00	$61.75	$59.50	$100.00	
I-45	Lab Waste Ispropanol (D001)	Incineration	$40.00	$61.75	$59.50	$100.00	
I-46	Lab Waste Ethanol (D001)	Incineration	$40.00	$61.75	$59.50	$100.00	
I-47	Lab Waste Pyridine (F005)	Incineration	$40.00	$61.75	$59.50	$100.00	
I-48	Waste Heavy Metals (D002, 5-8, 10, 11) containing nitric acid	Treatment	$40.00	$80.75	$85.00	$140.00	
I-49	Lab Waste Mercury Standards/water (D002 & D009)	landfill	$60.00	$142.50	$157.25	$290.00	
I-50	Lab Waste Phenol, (D002)	Incineration	$40.00	$95.00	$93.50	$175.00	
I-51	Lab Waste Cadmium in water with phosphoric acid (D002 & D006)	Treatment	$40.00	$90.25	$93.50	$150.00	
I-52	Lab Waste Haloacetic Acid with phosphoric acid & MtBE (D002)	Treatment	$40.00	$90.25	$93.50	$150.00	
I-53	Elemental Mercury wastes	recycle	$100.00	$166.25	$318.75	$700.00	
I-54	Oily Water, Non-Flammable	recycle	$35.00	$42.75	$46.75	$60.00	
I-55	Waste Gasoline-contaminated Solids i.e. speedy-dri, sorbants	Incineration	$45.00	$71.25	$106.25	$214.00	
I-56	Waste Petroleum-contaminated Solids i.e. speedy-dri, sorbants	Incineration	$40.00	$61.75	$80.75	$130.00	
I-57	Petroleum tank bottom sludge (D001)	Incineration	$40.00	$61.75	$80.75	$130.00	
I-58	Non-Hazardous Waste, Non-RCRA Spill Debris and Soil	Incineration	$40.00	$61.75	$59.50	$100.00	
I-59	Used Lead-Acid Batteries	recycle	$0.00	$0.00	$0.00	$0.00	
I-60	Alkaline Solutions	Incineration	$40.00	$61.75	$72.25	$130.00	
I-61	Waste Lead-based Paint Materials	landfill		$57.00	$80.75	$125.00	
I-62	Paint tank bottom sludge (D001)	Incineration		$90.25	$110.50	$150.00	
I-64	Broken Mercury Thermometers, Barometers, etc.	recycle	$60.00	$142.50	$191.25	$290.00	

Contractor Initials

Date 06/30/2020

I-65	In Field HAZ CAT testing of unknowns							$0.00
I-66	Waste Propylene Glycol, Antifreeze, Non-Hazardous	Incineration	$40.00	$61.75	$68.00	$130.00		
I-67	Corrosive/Organic Mixtures for thermal treatment;	Incineration	$40.00	$61.75	$68.00	$130.00		
I-68	DOT Exemption Pack						$34.00	
I-69	Radiological Waste, Dry Active	landfill					$2,000.00	
I-70	5-gallon carboy						$27.00	
I-71	vermiculite, 4-cu. Ft. bag						$21.00	
I-72	Inactivated Cyanide Standards (Sodium Cyanide, Potassium Cyanide) in Sodium Hydroxide and Sodium Hypochlorite Solutions (P098, P106, D002)		$60.00	$142.50	$148.75	$290.00		

	SECTION 2		
Contractor hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted herein, in complete accordance with general and detailed specifications included herein.		**Mobilization/Demobilization SCHEDULED PICK-UP OF WASTE TRANSPORT (DRIVER RATES INCLUDED)**	
		District 1	$ 500.00
		District 2	$ 450.00
		District 3	$ 400.00
		District 4	$ 350.00
		District 5	$ 300.00
		District 6	$ 300.00
Mobilization/Demobilization: THE TRANSPORTATION OF PERSONNEL AND EQUIPMENT TO AND FROM THE JOB SITE INCLUDING MILEAGE, TOLLS, PARKING, LODGING AND MEALS.			

3. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

ORDERING PROCEDURE

Projects are to be quoted per occurrence to all contractors. 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.

4. INVOICE

PAYMENT PROVISIONS

Contractor Initials

Date 06/30/2020

1. The State or Agency agrees to pay the Contractor for services provided in accordance with the prices listed in Exhibit C. No surcharges or additional charges of any kind shall be allowed. In the event a waste item is not covered, the price for disposal, recycling, or treatment shall be negotiated with the generating Agency and so noted on the invoice rendered by the Contractor.

2. The Contractor agrees to submit separate invoices to each Agency serviced. Each invoice shall be written solely for the services rendered by the Contractor to the Agency.

3. The State or Agency serviced under the contract agrees to accept and pay invoices as submitted by the Contractor within 30 days after the successful completion of the Agency pick up and disposal, recycling, or treatment project or after an acceptable invoice has been received by the invoiced State or Agency's business office, whichever is later and subject to the conditions contained in Paragraph 4, below. The successful completion of the Agency pick up and disposal, recycling, or treatment project shall mean that (1) the Contractor has fulfilled the terms and conditions of the contract, and (2) the State or Agency business office has received a copy or photocopies of all Bills of Lading and manifest forms signed by the operator of each wastes facility treatment or recycling location to which the State or Agency's hazardous wastes were delivered for final disposition.

4. Invoices for wastes picked up and disposed of shall provide the following information: Manifest number, the line in the manifest for which the charge applies, the classification of the waste, the unit price, the volume being billed and the total amount for the item. Invoices not in conformance with this format shall be rejected and returned to the Contractor for correction.

5. Payment for pick up and disposal of wastes under this part shall initially be limited to 75% of the contracted price. The remaining 25% shall be billable upon receipt by the Agency of the certification of final disposition of the waste.

6. The Contractor shall provide a history of any waste picked up for treatment, disposal, or recycling from receipt of the waste to final resolution. Failure to do so will result in the payment being held until the document(s) is provided.

7. All drums, unless otherwise specified, shall be understood to be 55-gallon, 30-gallon, 15-gallon, or 5-gallon in capacity.

8. The unit price for the disposal of the wastes shall cover the cost of: profiling of the wastes; labeling and packing list preparation in accordance with DOT and EPA regulations; Manifest and Land Ban form preparation; transportation; and disposal of the wastes either through recycling, treatment, incineration, landfilling or some other approved method of ultimate disposal.

9. Only one pick up charge shall be made for wastes collected at a single address. In instances where a pick up is made on the same day from more than one Agency at the same address, i.e., Health and Human Services building, the pick-up charge shall be shared equally by the number of agencies where wastes were collected.

10. The Contractor shall use one of the following letters to identify the method of disposal: R-recycling; T-treatment; I-incineration; and L-landfilling. The State realizes that the most

Contractor Initials _____
Date 06/30/2020

preferred method of disposal, recycling, might not be appropriate or possible for certain types of wastes. The Contractor's designation shall be the preferred method of disposal available for that waste based on current industry standards. However, consistent use by the Contractor of a disposal method of a lower preference than that commonly used may be grounds for cancellation of the Contract.

PAYMENT REQUEST FORMAT & CONTENT

1. The Contractor shall invoice each Assignment separately. For longer duration projects, multiple invoices may be submitted upon approval by the utilizing Agency. Each invoice shall be submitted in the appropriate electronic format prescribed by the State.

2. Each payment request or invoice shall include the following information:
   a) Department Agency Site Number, Project Type, Site Name, Town or City.
   b) Contractor project number and dates when work was performed.
   c) Invoice number and date.
   d) State of New Hampshire Contract number
   e) Project description (for example, "Laboratory Waste Pick-Up).

3. Invoice detail shall include the following for each item:
   a) Contract Item Number (Note that this shall match the Item Number in the Contract. Payment shall not be made for billed items if not associated with a Contract Item number or approved change order);
   b) Item Description;
   c) Quantity Billed;
   d) Contract Item Price;
   e) Contract Unit; and
   f) Total amount billed

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**

Contractor Initials _____
Date 06/30/2020

EXHIBIT D

RFB #2326-21 is incorporated here within.

Contractor Initials _____
Date 06/30/2020

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 ACV ENVIRONMENTAL SERVICES, 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: **0004938917**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of June A.D. 2020.

William M. Gardner
Secretary of State

CONSENT IN LIEU OF SPECIAL MEETING

OF BOARD OF DIRECTORS OF

ACV ENVIRONMENTAL SERVICES, INC.

The undersigned, being an authorized member of the Board of Directors of ACV ENVIRONMENTAL SERVICES, 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: 7/6/2020

Ken Wunderlich Secy/Treas.

ACV Environmental Services, Inc. CORPORATE SEAL 1984 NY

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

11/1/2020

DATE (MM/DD/YYYY) 6/30/2020

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	NAIC #
INSURER A : Steadfast Insurance Company	26387
INSURER B : American Zurich Insurance Company	40142
INSURER C : Zurich American Insurance Company	16535
INSURER D : AXIS Surplus Insurance Company	26620
INSURER E : RSUI Indemnity Company	22314
INSURER F :	

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

COVERAGES

CERTIFICATE NUMBER: 16833059

REVISION NUMBER: XXXXXXX

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	N	N	GPL 0160671-03	11/1/2019	11/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 15,000 $ 2,000,000 $ 6,000,000 $ 4,000,000 $
C D E	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	BAP 0160669-03 P-001-000233461-01 NHA087986	11/1/2019 11/1/2019 11/1/2019	11/1/2020 11/1/2020 11/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	SXS 0160706-03	11/1/2019	11/1/2020	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ XXXXXXX
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC 2508992-01 (AOS) WC 6950257-01 (WI)	11/1/2019 11/1/2019	11/1/2020 11/1/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A A	Env. Impairment E&O & Pollution Liability	N	N	EPC 0160703-03 GPL 0160671-03	11/1/2019 11/1/2019	11/1/2020 11/1/2020	$5M Each Occ/$10M 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

16833059
State of New Hampshire
Administrative Services
Bureau of Purchase and Property
25 Capitol Street, Room 102
Concord NH 03301

CANCELLATION

See Attachments

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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2019-2020 Professional and Contracting Services Proposal

Policy Number: GPL 0160671-03			
Coverage	**Each Occurrence Limit**	**Coverage Aggregate**	**Deductible**
Professional Liability	$5,000,000	$10,000,000	$50,000
Transporters Auto Pollution Liability	$5,000,000	$10,000,000	$50,000
Remediation Legal Liability	$5,000,000	$10,000,000	$50,000
Contractor's Pollution Liability	$5,000,000	$10,000,000	$50,000

Policy Number: EPC 0160703-03			
Coverage	**Each Pollution Condition Limit**	**Coverage Aggregate**	**Deductible**
Pollution Legal Liability	$5,000,000	$10,000,000	$50,000
Non-Owned Disposal Site	$5,000,000	$10,000,000	$50,000
In-Bound and Out-Bound Contingent Transportation	$5,000,000	$10,000,000	$50,000
Transportation Liability	$5,000,000	$10,000,000	$50,000