



The State of New Hampshire MAY 05 '21 AM 9:55 RCUR
Department of Environmental Services



sem
74

Robert R. Scott, Commissioner

April 29, 2021

His Excellency, Governor Christopher T. Sununu
 And the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the NH Department of Environmental Services (NHDES) to enter into a contract with Alpha Analytical, Inc. (Vendor Code # 303006-B001) of Westborough, Massachusetts in the total amount of \$830,000, to provide sampling containers and laboratory analytical services, effective as of July 1, 2021 through June 30, 2023, upon Governor and Council approval. Funding is 8% Federal, 68% Fee Funds (i.e., Sludge Analysis, Septage Management, Emerging Contaminant, Hazardous Waste Cleanup, MtBE Settlement, and CWSRF Management), and 24% General Funds.

Funding is available in the accounts listed below with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office, if needed and justified. Funding for FY 2022 and FY 2023 is contingent upon continuing appropriation and availability of funds.

Dept. of Environmental Services Account No. 03-44-44	FY 2022	FY 2023	TOTAL
442010-1435-102-500731 Sludge Analysis Fund, Contract for Program Services	\$15,000	\$15,000	\$30,000
442010-5315-020-500239 Septage Management Fund, Current Expenses	\$10,000	\$10,000	\$20,000
444010-8873-102-500731 Emerging Contaminant Fund, Contract for Program Services	\$32,500	\$32,500	\$65,000
444010-5392-102-500731 Hazardous Waste Cleanup Fund, Contract for Program Services	\$3,000	\$3,000	\$6,000
444010-2589-102-500731 CERCLA Maintenance, Contract for Program Services	\$106,000	\$90,000	\$196,000
444010-2590-102-500731 CERCLA Program, Contract for Program Services	\$35,000	\$35,000	\$70,000
444010-8893-102-500731 MtBE Settlement Fund, Contract for Program Services	\$220,000	\$220,000	\$440,000
441018-4788-020-500239 CWSRF Loan Management, Current Expenses	\$1,500	\$1,500	\$3,000
TOTALS:	\$423,000	\$407,000	\$830,000

EXPLANATION

This contract is to provide sampling containers and analytical services for many different manmade and naturally occurring contaminants to evaluate the presence of these contaminants in soil, water, and sludge samples.

Soil, sediment, groundwater, drinking water, and surface water samples are collected at CERCLA sites to investigate source areas, assess the extent of contaminants, and evaluate attenuation trends during investigation, remediation, and long-term monitoring programs. The analyses for Industrial Pretreatment will allow the NHDES to comply with the *Agreement for the Treatment of Dummer Yard Leachate* entered into between the NHDES and the City of Berlin, NH on April 23, 2007. Volatile organic compound (VOC) analyses will be performed statewide to continue assessment and monitoring of methyl tert-butyl ether (MtBE) impacts to drinking water supply wells. Almost 10,000 water supply wells have been assessed since program inception. Detectable levels of MtBE are identified in approximately 12% of the wells sampled.

Sludge samples collected from active wastewater treatment plants and sludge, soil, and water samples collected from land application sites and nearby drinking water supply wells will be analyzed to determine whether land application of wastewater treatment plant sludges have impacted local groundwater and drinking water quality and whether revisions to the land application rules and procedures are necessary. The results of these analyses will identify impacted water supplies so that corrective actions can be implemented in a timely manner. The Emerging Contaminants Fund will also support this effort through PFAS testing in wastewater, sludge, and septage.

This contract will allow the sludge analysis and hazardous waste cleanup funds, CERCLA Maintenance and Program Funds, MtBE Remediation Settlement Funds, and Emerging Contaminant Funds to continue to be used to perform these functions at various sites and facilities throughout the state of NH.

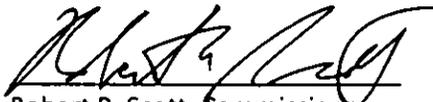
NHDES issued an Invitation to Bid on February 12, 2021 that included a requirement for submission of a qualifications package as well as a bid cost. The Invitation to Bid was posted on the Department of Administrative Services' Procurement and Support Services website and a link to the website posting was emailed out to three laboratories comprising the current contract laboratory and the previous two contract laboratories.

Six laboratories submitted bid packages. The packages were reviewed by a committee consisting of four NHDES staff to determine completeness and the bidder's qualifications to provide the required services. The bid packages were scored in accordance with the Award Criteria specified in the Invitation to Bid. One laboratory was selected for contract award based on the scores and pricing, summarized in Attachment A.

Alpha Analytical, Inc. holds the requisite accreditations and has demonstrated that it has the staffing and laboratory capabilities to perform the analyses in accordance with the specifications set forth by NHDES.

The contract has been approved by the Department of Justice as to form, substance, and execution.

We respectfully request your approval.


Robert R. Scott, Commissioner

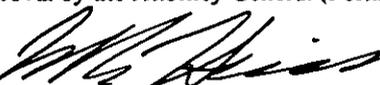
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095	
1.3 Contractor Name Alpha Analytical, Inc.		1.4 Contractor Address 145 Flanders Road, Westborough, MA 01581-1019	
1.5 Contractor Phone Number (508) 898-9220	1.6 Account Number 442010-1435-102-500731 442010-5315-020-500239 444010-8873-102-500731 444010-5392-102-500731 444010-2589-102-500731 444010-2590-102-500731 444010-8893-102-500731 441018-4788-020-500731	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$830,000
1.9 Contracting Officer for State Agency Michael Summerlin		1.10 State Agency Telephone Number (603) 271-3649	
1.11 Contractor Signature  Date: 04/13/21		1.12 Name and Title of Contractor Signatory DAN TOLLMAN CFO	
1.13 State Agency Signature  Date: 4/29/21		1.14 Name and Title of State Agency Signatory Robert R Scott 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: 5/4/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials A.
 Date 04/13/21

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 09/12/04

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 08/13/21

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.

EXHIBIT A

SPECIAL PROVISIONS

Volume of Work

1. The contract limitation specified in this contract reflects an estimate of the amount of laboratory analytical work anticipated to be requested during the contract period. The State reserves the right to reduce the volume of services requested by the Contractor. Therefore, the State does not guarantee that the Contractor will be requested to provide analytical services equivalent to the contract limitation.

EXHIBIT B

SCOPE OF SERVICES

The scope of services to be provided to NHDES through this contract shall include the following:

1. Contractor shall, at the request of the NHDES, perform analytical services, as necessary, to identify and quantify toxic substances, hazardous constituents, or hazardous characteristics in aqueous, sediment, air, soil, solid waste, hazardous waste, wastewater, sludge, septage, or leachate samples, or to identify and quantify sludge management rule, Env-Wq 800, regulated contaminants in biosolids, sludge, and septage samples, as specified in Sections A, B, C, and Attachment A of this Exhibit B, each of which and along with Exhibits A and C are all incorporated herein by reference as if fully set forth herein.
2. The chain-of-custody form, completed by the NHDES or its consultant contractor, acts as the work order for laboratory analytical services, specifying the analyses to be performed and entity(-ies) to whom the results and invoice shall be provided.
3. Contractor shall accept chain-of-custody forms that are developed by NHDES or for NHDES by their consultant contractors.
4. Contractor shall follow and maintain industry standard chain-of-custody procedures.
5. Contractor shall perform all analyses requested by the NHDES. If Contractor's laboratory sample capacity precludes Contractor from analyzing the requested samples within hold times, Contractor, upon NHDES approval, may sub-contract the samples to another qualified laboratory for analysis at no additional cost to the NHDES.
6. Contractor shall provide materials such as sample containers, coolers, preservatives, sample container labels, chain-of-custody forms, field blanks, trip blanks, and air sampling media for collecting the samples. The containers shall be clean and conform to the EPA quality control requirements and procedures, including preservation in accordance with applicable methodology. When requesting sampling equipment, NHDES will specify the number of trip blanks and field blanks required (i.e., such blanks may not be required by NHDES even if the analytical method requires them). When deliveries or pickup will be at NHDES, 29 Hazen Drive, Concord, NH, the sample containers must be dropped off and picked up between 8:00 AM and 4:00 PM, Monday through Friday, unless otherwise agreed.
7. Contractor shall provide as-needed consultation and technical support on collection methods and interpretation of reports at no additional cost to NHDES.
8. Contractor shall pick up, or arrange for third party pick up, of samples upon request by the NHDES at no additional cost to NHDES. Express mail carrier service (overnight delivery) for sample pick up may be used. However, Contractor must provide all shipping containers, prepare all shipping containers for shipment (includes packaging, necessary preservation, custody seals and completion of shipping documents) and assume responsibility for all shipping costs. Sample transport shall be in iced containers and follow all EPA protocols for sample transport, including custody seals and chain-of-

custody. For samples determined to be priority samples by NHDES, Contractor shall conduct pick-ups no later than twenty-four hours after request by NHDES (or their consultant contractor) or assume all related costs for 24-hour express shipment to Contractor's or Contractor's sub-contracted laboratory facility. Standard notification by NHDES of the need for sample pick-up by the laboratory will be not less than two business days in advance.

9. Following receipt of samples by Contractor and upon logging the samples into Contractor's laboratory information management system, Contractor shall provide a log-in summary via email to the applicable NHDES project manager and to the project manager of their consultant contractor that includes, at a minimum, the sample names, collection date & time, sample matrix, and analyses, as entered into the laboratory information management system.

10. Contractor shall provide the NHDES with a complete written report of its analyses as required under the scope of work to be performed. Analytical reports shall be formatted in accordance with The NELAC Institute (TNI) standards. Written analytical reports shall be prepared by Contractor or Contractor's sub-contracted laboratory and sent electronically in Adobe PDF format and Microsoft Excel format to NHDES (and their consultant contractor, as applicable) within five business days after completion of the sample analyses. The Microsoft Excel format is to be that which is compatible with the NHDES Environmental Monitoring Database (EMD) reporting template. The Excel template can be found on the NHDES website.

11. Unless otherwise specified or requested by NHDES as expedited, the standard turnaround time for analysis and reporting of results shall be not more than two weeks (i.e., ten business days) from the date of Contractor's receipt of the samples as documented on the corresponding chain-of-custody form.

12. Contractor shall perform expedited analyses on certain samples, as determined by NHDES. For 24-hour turn-around, verbal results are acceptable but shall be followed by e-mailed written reports within three business days of receipt of such samples. For 3-day turn-around, e-mailed written reports within three business days of receipt of such samples are required.

13. Contractor shall retain and store samples at 4°C until such time as they are disposed in accordance with method hold times and established laboratory policy, unless specifically requested by NHDES to retain samples for a longer period of time or return samples to NHDES under chain-of-custody. Contractor shall be responsible for the disposal of samples at no additional cost to the NHDES. Such disposal shall be conducted in accordance with all applicable federal and state regulations adopted pursuant to the federal Resource Conservation and Recovery Act and NH RSA 147-A (for contractors located in New Hampshire) or applicable statutes in Contractor's (and sub-contractor's) home state.

14. Contractor laboratory shall perform all Quality Assurance/Quality Control (QA/QC) measures as per the requested method and per TNI standards. Full documentation of QA/QC is not required with the final data package unless specified by NHDES in advance of sample submission.

15. Contractor shall make available QA/QC data at the request of the NHDES. This information must be retrievable from Contractor's Laboratory Information Management System for a period not less than five years and be available at no additional cost to the NHDES for inspection at any time by the NHDES and the EPA. Contractor shall be subject to any Quality Assurance/Quality Control audits and

inspections by the NHDES. Contractor shall provide clarifications and details on analytical methods and reported data, as requested by the NHDES staff or program contact submitting the sample for analysis.

16. Contractor shall report results for all analytes listed in Sections A, B, and C of this Exhibit by the methodology listed and to the reporting limits specified therein.

17. SW-846 Test Method 1311 for toxicity characteristic leaching procedure (TCLP) analysis shall be completed by Contractor in accordance with all portions of the Method. Total percent solids shall be included in the report. Liquid or mixed phase samples with greater than 0.5% total solids must have the filter, in addition to any material left in the filter holder, extracted and analyzed.

18. In Section B of this Exhibit, metals analyses for field-filtered aqueous samples are to be reported as "dissolved" metals. If Contractor incorporates digestion into their dissolved metals analyses for field-filtered samples, then the cost for digestion is included in the metal(s) analysis price. An additional cost for digestion applies to metals analyses of solid and unfiltered aqueous samples, as applicable per Method.

19. Contractor will analyze samples for PFAS by the following analytical methods / approaches, with the minimum analyte lists shown in "Attachment 2 to Invitation to Bid – Laboratory Analytical Services":

- a. USEPA Method 537.1
- b. USEPA Method 533
- c. LC-MS/MS analysis using isotope dilution following the protocols outlined in the USDoD/DOE Quality Systems Manual (QSM) for Environmental Laboratories Version 5.3 or later
- d. LC-MS/MS analysis using isotope dilution following the protocols outlined in the USDoD/DOE QSM Version 5.3 or later, modified for a custom analytical suite
- e. Total Oxidizable Precursor (TOP) Assay with pre- and post-oxidation samples analyzed using LC-MS/MS w/ isotope dilution following USDoD/DOE QSM 5.3 or later

Contractor will report PFAS results along with name of compound analyzed and associated CAS number on written and EDD reports.

Reporting limits for PFOA, PFOS, PFNA, and PFHxS should not exceed 2 ng/L in aqueous samples and 0.5µg/kg in solid samples (depending on dilution requirements and quality of sample matrix). Reporting limits for the other PFAS should be as close to these limits as possible (also depending on dilution requirements and quality of sample matrix).

20. Contractor shall provide NHDES with estimated "J-Flag" detection values for all analyzed compounds down to the lowest detection limit achievable by the equipment used to process the sample.

21. Contractor shall credit NHDES if samples are broken by the laboratory, not processed within analytical hold times, and/or fail laboratory QA/QC.

22. On occasion, the NHDES may require additional analyses for constituents or methods not listed in Sections A, B, or C of this Exhibit. Upon request, Contractor may be asked to provide these analyses at a

negotiated cost. NHDES may specify a sub-contract laboratory for such analyses during the contract period.

23. All invoices must be submitted showing unit prices. Payment will be made no later than 30 days after completion of services or after an invoice has been received at the NHDES' business office, whichever is later. Invoices shall be mailed or e-mailed by Contractor to the individual or program within NHDES submitting samples for analysis.

24. Additional provisions applicable only to Section C of this Exhibit:

- a. Contractor shall be an authorized data provider with NHDES OneStop and provide all analytical reports in a Microsoft Excel format that is compatible with the NHDES EMD reporting template. Electronic submittals shall be made within ten working days after completion of the sample analyses. The Microsoft Excel documents that are used to submit data must not contain any abbreviations, omissions, or alterations of the information provided by NHDES to Contractor on the chain-of-custody form. The Excel template can be found on the NHDES website.
- b. Contractor shall send reports directly to the well owner in instances where analyses are paid for by the well owner. The reports shall be sent electronically by email or as printed hardcopy by regular mail using information provided by NHDES. The reports shall be mailed within ten working days of completion of the sample analyses with copies to NHDES when appropriate permission has been obtained from the well owner.
- c. Contractor shall report results for Group 2 and Group 3A of Section C of this Exhibit in units that are compatible with the NHDES Be Well Informed web application.
- d. Contractor shall include a link to the NHDES Be Well Informed web application when sending results to well owners as specified in item 24. c. above.
- e. Private drinking water supply well data reports shall be issued separately from other private drinking water supply well data reports despite possibly being listed on the same chain-of-custody.
- f. For purposes of the analyses in Section C of this Exhibit, the "Expedited Turn-Around Cost" is based on the turn-around time indicated in the pricing.

SECTION A.

Section A analyses pertain to sludge samples. Price is quoted on a per-sample basis; all sample preparation costs, analyses required to report the result (e.g., percent solids for metals analyses, digestion for metals analysis), and repeat analytical runs are included in the per sample price. All sampling materials costs and all shipping costs for sampling materials and samples are included in the per-sample price. If a subcontractor will be used for any of the services described in the Scope of Services, this has been indicated for the analysis, and the per sample price is inclusive of any markup associated with subcontracted services.

I. Volatile Organic Compounds
SW-846 Test Method 8260

Price per Sample: \$ 65.00

Compound	Reporting Limit (mg/kg)	Compound	Reporting Limit (mg/kg)
Dichlorodifluoromethane	2.0	1,1,2-Trichloroethane	2.0
Chloromethane	2.0	2-Hexanone	10.0
Vinyl chloride	2.0	1,3-Dichloropropane	2.0
Bromomethane	2.0	Tetrachloroethene	2.0
Chloroethane	2.0	Dibromochloromethane	2.0
Trichlorofluoromethane	2.0	1,2-Dibromoethane	2.0
Diethyl ether	2.0	Chlorobenzene	2.0
Acetone	10.0	1,1,1,2-Tetrachloroethane	2.0
1,1-Dichloroethene	2.0	Ethylbenzene	2.0
Methylene chloride	2.0	m&p-Xylene	2.0
Carbon disulfide	2.0	o-Xylene	2.0
Methyl-tert-butyl ether (MTBE)	2.0	Styrene	2.0
trans-1,2-Dichloroethene	2.0	Bromoform	2.0
1,1-Dichloroethane	2.0	Isopropylbenzene	2.0
2-Butanone (MEK)	2.0	1,1,2,2-Tetrachloroethane	2.0
2,2-Dichloropropane	2.0	1,2,3-Trichloropropane	2.0
cis-1,2-Dichloroethene	2.0	n-Propylbenzene	2.0
Chloroform	2.0	Bromobenzene	2.0
Bromochloromethane	2.0	1,3,5-Trimethylbenzene	2.0
Tetrahydrofuran (THF)	10.0	2-Chlorotoluene	2.0
1,1,1-Trichloroethane	2.0	4-Chlorotoluene	2.0
1,1-Dichloropropene	2.0	tert-Butylbenzene	2.0
Carbon tetrachloride	2.0	1,2,4-Trimethylbenzene	2.0
1,2-Dichloroethane	2.0	sec-Butylbenzene	2.0
Benzene	2.0	p-Isopropyltoluene	2.0
Trichloroethene	2.0	1,3-Dichlorobenzene	2.0
1,2 Dichloropropane	2.0	1,4-Dichlorobenzene	2.0
Dichlorobromomethane	2.0	n-Butylbenzene	2.0
Dibromomethane	2.0	1,2-Dichlorobenzene	2.0
4-Methyl-2-pentanone (MIBK)	10.0	1,2-Dibromo-3-chloropropane	2.0
cis-1,3-Dichloropropene	2.0	1,2,4-Trichlorobenzene	2.0
Toluene	2.0	Hexachlorobutadiene	2.0
trans-1,3-Dichloropropene	2.0	Naphthalene	2.0
		1,2,3-Trichlorobenzene	2.0
note: mg/kg = milligrams per kilogram			

II. Semi-Volatile Organic Compounds
SW-846 Test Method 8270

Price per Sample: \$ 140.00

Compound	Reporting Limit (mg/kg)	Compound	Reporting Limit (mg/kg)
1,2-Diphenylhydrazine	2.5	Benzo (b) fluoranthene	2.5
(as Azobenzene)	2.5	Benzo (g,h,i) perylene	2.5
2,4,5-Trichlorophenol	2.5	Benzo (k) fluoranthene	2.5
2,4,6-Trichlorophenol	2.5	Bis (2-chloroethoxy) methane	5.0
2,4-Dichlorophenol	2.5	Bis (2-chloroethyl) ether	2.5
2,4-Dimethylphenol	2.5	Bis (2-chloroisopropyl) ether	2.0
2,4-Dinitrophenol	25	Bis (2-ethylhexyl) phthalate	5.0
2,4-Dinitrotoluene	2.5	Butyl Benzyl phthalate	5.0
2,6-Dinitrotoluene	2.5	Carbazole	2.5
2-Chloronaphthalene	2.5	Chrysene	2.5
2-Chlorophenol	2.5	Di-n-butyl phthalate	5.0
2-Methylnaphthalene	2.5	Di-n-octyl phthalate	5.0
2-Methylphenol (o-Cresol)	5.0	Dibenzo (a,h) anthracene	2.5
2-Nitroaniline	5.0	Dibenzofuran	2.5
2-Nitrophenol	5.0	Diethyl phthalate	5.0
3,3'-Dichlorobenzidine	10.0	Dimethyl phthalate	5.0
3-Nitroaniline	5.0	Fluoranthene	2.5
3&4-Methylphenol	5.0	Fluorene	2.5
(m&p-Cresol)	5.0	Hexachlorobenzene	2.5
4,6-Dinitro-2-methylphenol	20.0	Hexachlorocyclopentadiene	5.0
4-Bromophenyl phenylether	10.0	Hexachloroethane	2.5
4-Chloro-3-methylphenol	10.0	Indeno (1,2,3-cd) pyrene	2.5
4-Chloroaniline	2.5	Isophorone	2.5
4-Chlorophenyl phenylether	10.0	N-Nitroso-di-n-propylamine	2.5
4-Nitroaniline	5.0	N-Nitrosodimethylamine	5.0
4-Nitrophenol	12.0	N-Nitrosodiphenylamine	2.5
Acenaphthene	5.0	Nitrobenzene	2.5
Acenaphthylene	5.0	Pentachlorophenol	5.0
Anthracene	5.0	Phenanthrene	2.5
Benzidine	25.0	Phenol	5.0
Benzo (a) anthracene	2.5	Pyrene	2.5
Benzo (a) pyrene	2.5		

III. Metals
SW-846 Test Method 6000/7000 series

Price per Sample: \$ 60.00

<u>Compound</u>	<u>Reporting Limit (mg/kg)</u>
Total Arsenic	10.0
Total Cadmium	1.0
Total Chromium	10.0
Total Copper	10.0
Total Lead	11.0
Total Mercury (7000 series only)	0.05
Total Molybdenum	10.0
Total Nickel	10.0
Total Selenium	18.0
Total Zinc	10.0
Total Antimony	8.0
Total Beryllium	0.1
Total Silver	4.0
Total Thallium	10.0

IV. Polychlorinated Biphenyls
SW-846 Test Method 8082

Price per Sample: \$ 50.00

<u>Compound</u>	<u>Reporting Limit (mg/kg)</u>
PCB-1242	0.7
PCB-1254	0.7
PCB-1221	0.7
PCB-1232	0.7
PCB-1248	0.7
PCB-1260	0.7
PCB-1016	0.7

V. Additional Analyses

Price per Sample: \$ 72.00

Compound	Analytical Method	Reporting Limit (mg/kg)
pH	SM - 4500 - H	n/a
Percent solids	SM - 2450 G	n/a
nitrate-nitrite	SM - 4500 - NO ₃ / SW846 - 9210 / EPA 353 - 3000 series	30
Total Kjeldahl nitrogen	SM - 4500 - N _{org} / EPA-351.3	300
ammonia nitrogen	SM - 4500 - NH ₃ / EPA - 350	30
Total organic nitrogen	calculation	n/a
potassium	SM-3500-K / SW-846 6000/7000 series	15
phosphorus	SM - 4500 - P / EPA-365	15

VI. Dioxins

Price per Sample: \$ 425.00

Compound	Analytical Method	Reporting Limit
Total Toxic Equivalent, 2,3,7,8 TCDD	EPA 1613	5 ppt TEQ

VII. Enteric Virus

Price per Sample: \$ 685.00

Compound	Analytical Method	Reporting Limit
Enteric Virus	ASTM D4994 - 89 (2002)	1 PFU / 4g

VIII. Per- and Polyfluoroalkyl Substances (PFAS)

LC-MS/MS w/ isotope dilution following USDOD/DOE QSM 5.3 or later for sludge

Price per Sample: \$ 225.00

See specific compound list, with CAS numbers, attached (Attachment 2 to Invitation to Bid – Laboratory Analytical Services).

IX. Per- and Polyfluoroalkyl Substances (PFAS)

LC-MS/MS w/ isotope dilution following USDoD/DOE QSM 5.3 or later for sludge, custom analyte list (as applicable)

Price per Sample: \$ 325.00

See specific compound list, with CAS numbers, attached (Attachment 2 to Invitation to Bid – Laboratory Analytical Services).

X. Per- and Polyfluoroalkyl Substances (PFAS)

Total Oxidizable Precursor Assay for sludge, with pre- and post-oxidation samples analyzed using LC-MS/MS w/ isotope dilution following USDoD/DOE QSM 5.3 or later

Price per Sample: \$ 580.00

See specific compound list, with CAS numbers, attached (Attachment 2 to Invitation to Bid – Laboratory Analytical Services).

SECTION B.

Section B analyses are for general use in site investigation, remediation, and monitoring, and may include groundwater, drinking water, air, soil, and sediment matrices. Price is quoted on a per-sample basis; all sample preparation costs, analyses required to report the result (e.g., percent solids for metals analyses), and repeat analytical runs are included in the per-sample price. All sampling materials costs and all shipping costs for sampling materials and samples are included in the per-sample price. If a subcontractor will be used for any of the services described in the Scope of Services, this has been indicated for the analysis, and the per-sample price is inclusive of any markup associated with subcontracted services.

Analyte(s)	Matrix	Analytical Method ¹	Reporting Limits ²	Estimated Quantity ³	Price per Sample
J. Waste Characterization					
Corrosivity	aqueous/solid	SW-846 9040/9045		0	\$ 4.50
Ignitability	aqueous/solid	SW-846 1010/1030		0	\$ 18.00
Flashpoint	aqueous/solid	SW-846 1010		0	\$ 18.00
TCLP or SPLP ANALYSIS					
Extraction for Volatiles (ZHE)	aqueous/solid	SW-846 1311/1312		0	\$ 27.00
Extraction for SVOC, Metals, Pesticides, Herbicides	aqueous/solid	SW-846 1311/1312		0	\$ 27.00
Analytical charges:					
Volatiles	aqueous/solid	SW-846 8260		0	\$ 65.00
Semi-Volatiles	aqueous/solid	SW-846 8270		0	\$ 140.00
Pesticides	aqueous/solid	SW-846 8081		0	\$ 70.00
Herbicides	aqueous/solid	SW-846 8151		0	\$ 112.00
RCRA 8 Metals (including % solids and digestion, as applicable)	aqueous/solid	SW-846 6020/7470/7471		0	\$ 60.00

Analyte(s)	Matrix	Analytical Method ¹	Reporting Limits ²	Price per Sample
II. Organic Analyses				
Waste Management Division's Full List of Analytes for Volatile Organics Volatiles (low level soil-bisulfate)	drinking water	EPA 524.2	See Note 4	\$ 77.00
	groundwater	SW-846 8260		\$ 65.00
	soil/sediment	SW-846 8260		\$ 65.00
	soil/sediment	SW-846 8260		\$ 65.00
PFAS	aqueous	EPA 537.1	See Note 5	\$ 216.00
	aqueous	EPA 533		\$ 225.00
	aqueous	LC-MS/MS w/ isotope dilution following DoD/DOE QSM 5.3 or later		\$ 225.00
	soil/sediment	LC-MS/MS w/ isotope dilution following DoD/DOE QSM 5.3 or later		\$ 225.00
	aqueous	LC-MS/MS w/ isotope dilution following DoD/DOE QSM 5.3 or later, custom list		\$ 275.00
	soil/sediment	LC-MS/MS w/ isotope dilution following DoD/DOE QSM 5.3 or later, custom list		\$ 300.00
	aqueous	TOP Assay with pre- and post-oxidation samples analyzed using LC-MS/MS w/ isotope dilution following USDoD/DOE QSM 5.3 or later		\$ 580.00
1,4-dioxane	drinking water	EPA 522	0.2 µg/L	\$ 139.00
	groundwater	SW-846 8260-SIM- 8270SIM	0.2 µg/L	\$ 70.00
	soil/sediment	SW-846 8260- 8270SIM	2.5 mg/kg	\$ 70.00
Base Neutral/Acid Extractables	aqueous/solid	SW-846 8270	<AGQS/SRS	\$ 140.00
Acid Extractables	aqueous/solid	SW-846 8270	<AGQS/SRS	\$ 94.00
Base Neutral Extractables	aqueous/solid	SW-846 8270	<AGQS/SRS	\$ 94.00
Polynuclear Aromatic Hydrocarbons	aqueous/solid	SW-846 8270/ 8270	<AGQS/SRS	\$ 94.00
Total Petroleum Hydrocarbons (Diesel Range Organics/Gasoline-Range Organics/Fingerprint)	soil/sediment	SW-846 8015/8100	DRO 100-/GRQ-5-mg/kg	\$ 125.00
TPH-Gasoline Range Organics (GRO)	soil/sediment	SW-846 8015	5 mg/kg dry	\$ 60.00
Total Petroleum Hydrocarbons (Diesel Range Organics/Gasoline-Range Organics/Fingerprint)	aqueous	SW-846 8015 with EPA 3510	0.036 mg/L	\$ 125.00
TPH-Gasoline Range Organics (GRO)	aqueous	SW-846 8015 P&T	0.036 mg/L	\$ 60.00
Organochlorine Pesticides	aqueous/solid	SW-846 8081		\$ 61.00
Organochlorine Pesticides & PCBs	aqueous/solid	SW-846 8081+8082		\$ 86.00
Organophosphorus Pesticides	aqueous/solid	SW-846 8141 Subcontract to		\$ 227.00
Chlorinated Phenoxy Herbicides	aqueous/solid	EPA 8151/8151 / SW-846 8151		\$ 112.00

Analyte(s)	Matrix	Analytical Method ¹	Reporting Limits ²	Price per Sample
II. Organic Analyses (continued)				
PCBs	aqueous	SW-846 8082		\$ 50.00
PCBs	soil/sediment	SW-846 8082 (Soxhlet)		\$ 60.00
PCBs as decachlorobiphenyl	aqueous	EPA 508A	No NH certified labs	No Bid
PCB homologs & congeners	aqueous/solid	EPA 680mod with 8270	0.01 µg/L / 0.01 mg/Kg	\$ 380.00
PCBs in Oil	oil	SW-846 8082	2 mg/kg dry	\$ 40.00
PCBs on Wipes/Filter	wipes/Filter	SW-846 8082		\$ 50.00
PCBs in Tissue	tissue	SW-846 8082		\$ 95.00
Polychlorinated Dibenzo-p-Dioxins and Polychlorinated Dibenzofurans	aqueous/solid	EPA 1613 / SW-846 8280-8290		\$ 425.00
Alcohols	aqueous/solid	SW-846 8015	5 mg/L / 10 mg/kg	\$ 68.00
Ethylene Glycol	aqueous/solid	SW-846 8015	10 mg/L / 1 mg/kg	\$ 68.00
Formaldehyde	aqueous	EPA 1667 SW-846 8315	75 µg/L	\$ 99.00
Formaldehyde	solid	EPA 1667 SW-846 8315 Sub to SGS LA	0.5 mg/kg	\$ 275.00
Hexane Extractable Material	aqueous/solid	EPA 1664		\$ 36.00
Total Organic Halide (TOX)	solid	SW-846 9020 9023		\$ 54.00
Total Organic Halide (TOX)	aqueous	SW-846 9020	sub to Sterling	\$ 100.00
Total Organic Carbon	aqueous	SM 5310	1 mg/L	\$ 27.00
	soil/sediment	EPA-Lloyd Khan	1,000 mg/kg	\$ 54.00
Dissolved Organic Carbon	aqueous	SM 5310/ 9060	0.5 mg/L	\$ 45.00
Volatile Fatty Acids	aqueous	Subcontract to Pace LA		\$ 200.00
caffeine	aqueous	SPE by LC-MS-MS-sub to Eurofins-	10 ng/L	\$ 425.00
Acesulfame K	aqueous	SPE by LC-MS-MS-sub to Eurofins-	20 ng/L	\$ 425.00
Carbon dioxide	aqueous	SM 4500	2 mg/L	\$ 27.00
methane, ethane, ethene	aqueous	EPA RSKSOP-175	2, 0.5, 0.5 µg/L	\$ 69.00
VOCs in air (Tedlar Bags)	air	TO-1/TO-15		\$ 135.00
VOCs in air (Summa)	air	TO-15		\$ 180.00

Analyte(s)	Matrix	Analytical Method ¹	Reporting Limits ²	Price per Sample
III. Inorganic Analyses				
Priority Pollutant 13 Metals (including % solids and digestion, as applicable)	aqueous/solid	SW-846 6020/7470/7471		\$ 105.00
Target Analyte List (23) Metals (including % solids and digestion, as applicable)	aqueous/solid	SW-846 6020/7470/7471		\$ 115.00
Individual metals (without digestion):				
iron	aqueous	SW-846 6010 or 6020	0.05 mg/L	\$ 8.00
	soil/sediment		20 mg/kg dry	\$ 8.00
lead	aqueous	SW-846 6010 or 6020	0.005 mg/L	\$ 8.00
	soil/sediment		2.5 mg/kg dry	\$ 8.00
selenium	soil/sediment	SW-846 6010 or 6020	5 mg/kg dry	\$ 8.00
arsenic	aqueous	SW-846 6010 or 6020	<0.005 mg/L	\$ 8.00
	soil/sediment		2 mg/kg dry	\$ 8.00
cadmium	aqueous	SW-846 6010 or 6020	0.001 mg/L	\$ 8.00
chromium	aqueous	SW-846 6010 or 6020 or 218.6/ 218.7	0.01 mg/L	\$ 8.00
manganese	aqueous	SW-846 6010 or 6020	0.01 mg/L	\$ 8.00
	soil/sediment		5 mg/kg dry	\$ 8.00
nickel	aqueous	SW-846 6010 or 6020	0.01 mg/L	\$ 8.00
aluminum	aqueous	SW-846 6010 or 6020	0.01 mg/L	\$ 8.00
mercury	soil/sediment	SW-846 7470 or 7471	0.1 mg/kg dry	\$ 8.00
other metals (each)	aqueous/solid	SW-846 6010 or 6020		\$ 8.00
digestion, per sample (for unfiltered aqueous and solids)		SW-846 3050 / EPA 200.8		\$ 9.00
% moisture / % solids	soil/sediment	SM 2540G		\$ 4.50
Total and Amenable Cyanide	aqueous	SW-846 9010, 9012, or 9014	0.02 mg/L	\$ 27.00
	soil/sediment		0.5 mg/kg	\$ 27.00

Analyte(s)	Matrix	Analytical Method ¹	Reporting Limits ²	Price per Sample
III. Inorganic Analyses (continued)				
Perchlorate	aqueous/solid	EPA 6860	0.05 µg/L	\$ 90.00
Methylene Blue Active Substance (MBAS)	aqueous/solid	SM 5540	0.05 µg/L	\$ 50.00
Total Phenols	aqueous/solid	EPA 9065	0.03 mg/L	\$ 18.00
Sulfur	aqueous/solid	EPA 6010	0.25 mg/L	\$ 36.00
chloride	aqueous	EPA 300.0	0.5 mg/L	\$ 9.00
nitrate (NO ₃)	aqueous	EPA 300.0	0.1 mg/L	\$ 9.00
nitrite (NO ₂)	aqueous	EPA 300.0	0.1 mg/L	\$ 9.00
nitrate/nitrite	aqueous	EPA 300.0	0.1 mg/L	\$ 18.00
Total Kjeldahl Nitrogen	aqueous	SM 4500	0.3 mg/L	\$ 22.00
sulfate	aqueous	EPA 300.0	0.5 mg/L	\$ 10.00
sulfide	aqueous	SM 4500	0.1 mg/L	\$ 22.00
phosphorous	aqueous	EPA 365.1	0.01 mg/L	\$ 18.00
ortho-phosphate	aqueous	SM 4500	0.005 mg/L	\$ 18.00
hydrogen	aqueous		Sub to Pace-LA	\$ 175.00
viscosity	aqueous	ASTM D445	Sub to Sterling Lab	\$ 125.00
specific gravity	Soil (Alpha)	ASTM D854		\$ 83.00
alkalinity	aqueous	SM 2320B	5 mg/L	\$ 13.50
hardness	aqueous	SM 2340	3 mg/L	\$ 18.00
grain size (sieve analysis only)	soil/sediment	ASTM D6913		\$ 90.00
grain size (sieve and hydrometer)	soil/sediment	ASTM D6913/D7928		\$ 125.00
Asbestos - PLM Subcontract to EMSL	bulk material	EPA 600/R-93/116	<1%	\$ 30.00
Asbestos - TEM conf. of neg. PLM Subcontract to EMSL	bulk material	EPA 600/R-93/116	<1%	\$ 50.00
Asbestos - PLM Subcontract to EMSL	soil	CARB 435		\$ 110.00
Asbestos - PLM/TEM Subcontract to EMSL	soil	ASTM D7521-16		\$ 175.00
Asbestos - FBAS/TEM Subcontract to EMSL	soil		0.005% by wt.	\$ 1,300.00
Carbonaceous Biochemical Oxygen Demand, (cBOD ₅), mg/L	aqueous	SM 5210B	2 mg/L	\$ 22.00
Chemical Oxygen Demand	aqueous			\$ 18.00

Item		Price	
IV. Miscellaneous			
PFAS-free water (volume: _____) (See Note 6)		price per volume:	FREE
Report in EMD Excel Format		price per report:	Included
Reporting full QA/QC documentation if not specified in advance of sample submission		price per report:	included
Expedited 24-hr. verbal TAT (written report w/in 3 business days)		% premium:	100%
expedited 3-business-day TAT		% premium:	50%
Notes:			
1. If bidding lab typically uses an equivalent method to that listed, then bidding lab should cross out the method listed and fill in theirs.			
2. If a Reporting Limit (RL) is listed, then that is the minimum required by the NHDES under this contract; if none listed, bidding lab may fill in their lowest standard RL, as applicable. If bidding lab cannot achieve the the listed RL, then they should cross out the listed RL and fill in their anticipated RL.			
3. Quantity is estimated based on projected site sampling needs, July 2021 through June 2023. Quantities will not be submitted all at the same time; they will be spread over multiple sampling events and sites.			
4. For VOC analyte list, see Attachment 1; also located at https://www.des.nh.gov/sites/g/files/ehbemt341/files/documents/2020-01/voc-changes.pdf Reporting limits per Method but at least less than AGQS (AGQS not applicable to 1,4-dioxane analysis under this Method).			
5. Laboratory to state in bid submittal their PFAS analyte reporting limits for each matrix.			
6. Along with PFAS-free water volume provided, the laboratory shall provide a batch certificate of analysis that demonstrates the "PFAS-Free water" contains no targeted compounds above the Method Detection Limits.			
Abbreviations:			
AGQS: Env-Or 600 Table 600-1 Ambient Groundwater Quality Standards			
SRS: Env-Or 600 Table 600-2 Soil Remediation Standards			
PFAS: per- and polyfluoroalkyl substances			
TAT: Turn-around-time (i.e., time in which results are reported following sample receipt by laboratory)			
µg/L: microgram per liter			
mg/kg: milligram per kilogram			
mg/L: milligram per liter			
ng/g: nanogram per gram			
ng/L: nanogram per liter			

SECTION C.

Section C analyses pertain to drinking water samples. Price is quoted on a per-sample basis; all sample preparation costs, analyses required to report the result (e.g., percent solids for metals analyses, digestion for metals analysis), and repeat analytical runs are included in the per-sample price. All sampling materials costs and all shipping costs for sampling materials and samples are included in the per-sample price. If a subcontractor will be used for any of the services described in the Scope of Services, this has been indicated for the analysis, and the per sample price is inclusive of any markup associated with subcontracted services.

I. Volatile Organic Compounds
EPA Test Method 524.2

Price per Sample: \$ 60.00

Expedited Turn-Around Price: \$ 120.00 (24-hour)

Compound	Reporting Limit	Compound	Reporting Limit
Dichlorodifluoromethane	0.5 µg/L	Dibromochloromethane	0.5 µg/L
Chloromethane	2 µg/L	Toluene	0.5 µg/L
Vinyl Chloride	0.5 µg/L	Tetrachloroethene	0.5 µg/L
Bromomethane	0.5 µg/L	1,3-Dichloropropane	0.5 µg/L
Chloroethane	0.5 µg/L	2-Hexanone	10 µg/L
Trichlorofluoromethane	0.5 µg/L	1,2-Dibromoethane(EDB)	0.5 µg/L
Diethylether	0.5 µg/L	Chlorobenzene	0.5 µg/L
1,1-Dichloroethene	0.5 µg/L	1,1,1,2-Tetrachloroethane	0.5 µg/L
Acetone	10 µg/L	Ethylbenzene	0.5 µg/L
Carbon Disulfide	0.5 µg/L	m/p-Xylene	0.5 µg/L
Methylene Chloride	0.5 µg/L	o-Xylene	0.5 µg/L
t-butanol	10 µg/L	Styrene	0.5 µg/L
trans-1,2-Dichloroethene	0.5 µg/L	Bromoform	0.5 µg/L
Methyl-t-butyl ether(MTBE)	0.5 µg/L	Isopropylbenzene	0.5 µg/L
1,1-Dichloroethane	0.5 µg/L	1,1,2,2-Tetrachloroethane	0.5 µg/L
DIPE-diisopropyl ether	0.5 µg/L	1,2,3-Trichloropropane	0.5 µg/L
ETBE-ethyl-t-butyl ether	0.5 µg/L	Bromobenzene	0.5 µg/L
2,2-Dichloropropane	0.5 µg/L	n-Propylbenzene	0.5 µg/L
cis-1,2-Dichloroethene	0.5 µg/L	2-Chlorotoluene	0.5 µg/L
2-Butanone(MEK)	10 µg/L	4-Chlorotoluene	0.5 µg/L
Bromochloromethane	0.5 µg/L	1,3,5-Trimethylbenzene	0.5 µg/L
Chloroform	0.5 µg/L	t-Butylbenzene	0.5 µg/L
Tetrahydrofuran(THF)	10 µg/L	1,2,4-Trimethylbenzene	0.5 µg/L
1,1,1-Trichloroethane	0.5 µg/L	sec-Butylbenzene	0.5 µg/L
Carbotetrachloride	0.5 µg/L	1,3-Dichlorobenzene	0.5 µg/L
1,1-Dichloropropene	0.5 µg/L	p-Isopropyltoluene	0.5 µg/L
Benzene	0.5 µg/L	1,4-Dichlorobenzene	0.5 µg/L
1,2-Dichloroethane	0.5 µg/L	1,2-Dichlorobenzene	0.5 µg/L
TAME-(2-methoxy-2-methylbutane)	0.5 µg/L	n-Butylbenzene	0.5 µg/L
Trichloroethene	0.5 µg/L	1,2-Dibromo-3-chloropropane(DBCP)	0.5 µg/L
1,2-Dichloropropane	0.5 µg/L	1,3,5-Trichlorobenzene	0.5 µg/L
Dibromomethane	0.5 µg/L	1,2,4-Trichlorobenzene	0.5 µg/L
Bromodichloromethane	0.5 µg/L	Hexachlorobutadiene	0.5 µg/L
cis-1,3-Dichloropropene	0.5 µg/L	Naphthalene	0.5 µg/L
trans-1,3-Dichloropropene	0.5 µg/L	1,2,3-Trichlorobenzene	0.5 µg/L
4-Methyl-2-pentanone(MIBK)	10 µg/L		
1,1,2-Trichloroethane	0.5 µg/L		

II. Standard Analyses

Price per Sample: \$ 80.00

Expedited Turn-Around Price: \$ 100.00 (48 hours)

ANALYTE	METHOD	REPORTING LIMIT
Total Coliform Bacteria	SM 9223B	Absent
E. coli Bacteria	SM 9223B	Absent
pH	SM 4500-H ⁺ B	calibration 4.0-10.0
Hardness	EPA 200.7 Calculation	60 mg/L
Iron	EPA 200.7	0.05 mg/L
Manganese	EPA 200.7	0.01 mg/L
Sodium	EPA 200.7	1 mg/L
Chloride	Lachat 10-117-07-1-B	3 mg/L
Nitrate	Lachat 10-107-04-1-C	0.05 mg/L
Nitrite	Lachat 10-107-04-1-C	0.05 mg/L
Fluoride	Lachat 10-109-12-2-A	0.20 mg/L
Copper	EPA 200.7	0.05 mg/L
Lead	EPA 200.8	1 µg/L
Arsenic	EPA 200.8	1 µg/L
Uranium	EPA 200.8	1 µg/L
Other USEPA SDWA approved methods capable of achieving the reporting limit specified may be accepted. A list of approved methods may be found at the following website - http://water.epa.gov/scitech/drinkingwater/labcert/analyticalmethods.cfm#approved		
EPA=USEPA Methods.		
SM=Standard Methods for the examination of Water and Wastewater, American Public Health Association		
Lachat=Lachat Instruments, Hach Co., Loveland CO		

III. Basic Radiological Analyses

Price per Sample: \$ 200.00

ANALYTE	METHOD	REPORTING LIMIT
Analytical Gross Alpha	EPA 900.0	3 pCi/L
Uranium	EPA 200.8	1 µg/L
Radon**	SM 7500-Rn	100 pCi/L
Other USEPA SDWA approved methods capable of achieving the reporting limit specified may be accepted. A list of approved methods may be found at the following website - http://water.epa.gov/scitech/drinkingwater/labcert/analyticalmethods.cfm#approved		
EPA=USEPA Methods.		
SM=Standard Methods for the examination of Water and Wastewater, American Public Health Association		

Attachment 2 to Invitation to Bid - Laboratory Analytical Services

PFAS Compound Lists

PFAS Name	Abbreviation	CAS No.	USEPA Method 537.1 ^a	USEPA Method 533 ^b	LC-MS/MS w/ Isot. dil. per USDoD QSM 5.3 ^c	LC-MS/MS w/ Isot. dil. per QSM 5.3 - custom Est ^d
PERFLUOROALKYL CARBOXYLIC ACIDS (PFCA):						
perfluorooctadecanoic acid	PFODA	16517-11-6				x
perfluorohexadecanoic acid	PFHDA	67905-19-5				x
perfluorotetradecanoic acid	PFTA	376-06-7	x		x	x
perfluorotridecanoic acid	PFTa	72629-94-8	x		x	x
perfluorododecanoic acid	PFDoA	307-55-1	x	x	x	x
perfluoroundecanoic acid	PFUnA	2058-94-8	x	x	x	x
perfluorodecanoic acid	PFDA	335-76-2	x	x	x	x
perfluorononanoic acid	PFNA	375-95-1	x	x	x	x
perfluorooctanoic acid	PFOA	335-67-1	x	x	x	x
perfluoroheptanoic acid	PFHpA	375-85-9	x	x	x	x
perfluorohexanoic acid	PFHxA	307-24-4	x	x	x	x
perfluoropentanoic acid	PFPeA	2706-90-3		x	x	x
perfluorobutanoic acid	PFBA	375-22-4		x	x	x
PERFLUOROALKYL SULFONIC ACIDS (PFSA):						
perfluorododecane sulfonic acid	PFDoDS	79780-39-5				x
perfluorodecane sulfonic acid	PFDS	335-77-3			x	x
perfluorononanesulfonic acid	PFNS	68259-12-1			x	x
perfluorooctane sulfonic acid	PFOS	1763-23-1	x	x	x	x
perfluoroheptane sulfonic acid	PFHPS	375-92-8		x	x	x
perfluorohexane sulfonic acid	PFHxS	355-46-4	x	x	x	x
perfluoropentane sulfonic acid	PFPeS	2706-91-4		x	x	x
perfluorobutane sulfonic acid	PFBS	375-73-5	x	x	x	x
FLUOROTELOMERS						
10:2 fluorotelomer sulfonic acid	10:2 FTSA	120226-60-0				x
8:2 fluorotelomer sulfonic acid	8:2 FTSA	39108-34-4		x	x	x
6:2 fluorotelomer sulfonic acid	6:2 FTSA	27619-97-2		x	x	x
4:2 fluorotelomer sulfonic acid	4:2 FTSA	757124-72-4		x	x	x
PERFLUOROALKANE SULFONAMIDES (FASA)¹						
Perfluorooctanesulfonamide	FOSA	754-91-6			x	x
n-ethyl perfluorooctanesulfonamide	NEFOSA	4151-50-2				x
n-methyl perfluorooctanesulfonamide	NMeFOSA	31506-32-8			x	x
PERFLUOROALKANE SULFONYL SUBSTANCES¹						
n-ethyl perfluorooctanesulfonamide ethanol	NEFOSE	1691-99-2				x
n-methyl perfluorooctanesulfonamide ethanol	NMeFOSE	24448-09-7				x
n-ethyl perfluorooctanesulfonamide acetic acid	NEFOSAA	2991-50-6	x		x	x
n-methyl perfluorooctanesulfonamide acetic acid	NMeFOSAA	2355-31-9	x		x	x
ADDITIONAL SUBSTANCES¹						
2,3,3,3-tetrafluoro-2-(heptafluoropropoxy)propanoic acid	HFPO-DA ¹ (GenX acid)	13252-13-6	x	x		x
4,8-dioxa-3h-perfluorononanoic acid	DONA ² (ADONA acid)	919005-14-4	x	x		x
11-chloroheptafluoro-3-oxaundecane-1-sulfonic acid	11Cl-PF30UdS ³ (F53B Major)	763051-92-9	x	x		x
9-chlorohexadecafluoro-3-oxanone-1-sulfonic acid	9Cl-PF30NS ⁴ (F53B Minor)	756426-58-1	x	x		x
Nonafluoro-3,6-dioxahexanoic acid	NFDHA	151772-58-6		x		x
Perfluoro(2-ethoxyethane)sulfonic acid	PFEESA	113507-82-7		x		x
Perfluoro-4-methoxybutanoic acid	PFMBA	863090-89-5		x		x
Perfluoro-3-methoxypropanoic acid	PFMPA	377-73-1		x		x

Notes:

- USEPA Method 537.1 (Rev 2.0 April 2020) (https://ftp.epa.gov/s/si_public_record_report.cfm?dir=C:\tryid=348508&Lab=CESER&simpleSearch=0&showCriteria=2&searchAll=537.1&TIMType=&dateBe ginPublishedPresented=03%2F24%2F2018; https://www.epa.gov/sites/production/files/2019-12/documents/table_of_pfas_methods_533_and_537.1.pdf)
- USEPA Method 533 (December 2019) (<https://www.epa.gov/sites/production/files/2019-12/documents/method-533-815b19020.pdf>; https://www.epa.gov/sites/production/files/2019-12/documents/table_of_pfas_methods_533_and_537.1.pdf)
- LC-MS/MS analysis using isotope dilution following the protocols outlined in US DoD/DOE Quality Systems Manual (QSM) Version 5.3, Appendix C, Table C-44 (May 2019) (<https://denk.csd.mil/edqw/documents/manuals/qsm-version-5-3-final/>)
- LC-MS/MS analysis using isotope dilution following the protocols outlined in the US DoD/DOE QSM Version 5.3 or later, modified for a custom analytical suite. Specify the method(s) that will be used to analyze for this list of compounds. Cross off any analytes that will not be included; add any that also can be included.

Abbreviations:

- ¹ HFPO-DA is sometimes referred to as the acid form of the GenX salt
- ² DONA is sometimes referred to as the acid form of the ADONA salt
- ³ The major component of compound F53B (sometimes referred to as F53 Major)
- ⁴ The minor component of compound F53B (sometimes referred to as F53 Minor)

Alpha Subcontract Labs for NHFY22-23 Lab Svcs. Contract				
Lab Name	Location	Subcontracted Analyses	NH Certified	QSM
Granite State Analytical	Derry, NH	Drinking water VOCs, Std. and radiologicals	YES	Sent directly to NHDES
SGS	Lafayette, LA	Formaldehyde in soil by EPA 8315	YES	YES
Eurofins-Eaton	South Bend, IN	Caffeine and Acesulfamide	Not Offered	Sent directly to NHDES
PACE LA	Baton Rouge, LA	Volatile Fatty Acids	Not Offered	YES
PACE LA	Lafayette, LA	Hydrogen	Not Offered	YES
Eurofins_TA-PA	Pittsburgh, PA	EPA 8141 Pesticides	YES	Sent directly to NHDES
EMSL	NJ	Asbestos, PLM & TEM	YES	YES
ASI	Winooski, VT	Enteric Viruses	YES	Yes

EXHIBIT C

PAYMENT TERMS

The contract and financial arrangements for the aforementioned services shall be as follows:

1. The STATE agrees to pay Alpha Analytical, Inc. the price per analysis as specified in EXHIBIT B.
2. The STATE agrees to accept and pay invoices as submitted by Alpha Analytical, Inc. no later than 30 days after completion of services or after an invoice has been received by the NHDES Business office, whichever is later, in accordance with the conditions and specifications in EXHIBIT B.
3. The total amount of all payments made to Alpha Analytical, Inc. by the STATE shall not exceed \$423,000 for NHFY 2022 and \$407,000 for NHFY 2023 unless said section is increased by the STATE in accordance with Governor and Council approval.

Certificate of Authority # 1

(Corporation of LLC- Non-specific, open-ended)

Corporate Resolution

I, James F. McGrail, hereby certify that I am duly elected Clerk/Secretary of
(Name)

Alpha Analytical Inc.. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April
(Month)

13, 20 21 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That Mark Woelfel, President
Dan Tallmadge, CEO (may list more than one person) is duly authorized to
(Name and Title)

enter into contracts or agreements on behalf of Alpha Analytical Inc. with
(Name of Corporation or LLC)

the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: April 13, 2021

ATTEST: [Signature]
(Name and Title)
Secretary

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 ALPHA ANALYTICAL, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on March 22, 2019. 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: 815501

Certificate Number: 0005344773



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/5/2021

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 Eastern Insurance Group, LLC. 233 West Central St Natick MA 01760	CONTACT NAME: Risk Management Dept	
	PHONE (A/C, No, Ext): 800-333-7234	FAX (A/C, No):
E-MAIL ADDRESS: CSR24CL@easterninsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hartford Casualty Insurance Co		29424
INSURED Alpha Analytical Inc 145 Flanders Road Westboro MA 01581-1019	INSURER B: Greenwich Insurance Company	22322
	INSURER C: Indian Harbor Insurance Company	36940
	INSURER D: Endurance American Specialty Insurance Co	41718
	INSURER E: Hartford Casualty Ins Co	29424
	INSURER F:	

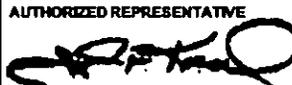
COVERAGES **CERTIFICATE NUMBER:** 74580725 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GEC300011708	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 \$
E	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			08JENB83757 08JENB83758	1/1/2021 1/1/2021	1/1/2022 1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			SXS004804704 ELD10005467206	1/1/2021 1/1/2021	1/1/2022 1/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	08WBAC3TUB	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Pollution Liability			PEC004177707	1/1/2021	1/1/2022	Each Occurrence Aggregate 5,000,000 5,000,000

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

CERTIFICATE HOLDER **CANCELLATION**

State of New Hampshire Department of Environmental Services (NHDES) 29 Hazen Drive PO Box 95 Concord NH 03302-0095 USA	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 
------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Attachment A

Results Request for Qualifications-Based Bids For Laboratory Analytical Services Bid#: RFP DES 2021-07

The New Hampshire Department of Environmental Services (NHDES) issued an invitation to bid (Bid#: RFP DES 2021-07) for the award of one contract for laboratory analytical services on February 12, 2021. This was a qualifications-based selection that included a reference bid.

Six bid packages were received. One, from SGS North America, was disqualified for being incomplete. The remaining five bids were scored based on the following criteria.

- Overall understanding of the services to be provided (20%)
- Qualifications and experience of the laboratory completing the work (40%)
- Total cost of samples in Exhibit A as determined by a cost matrix (40%)

The scoring and ranking of the bids are provided below.

Bidder	Reference Bid Price	Cost: 160 Points (40%)	Understanding: 80 Points (20%)	Qualifications: 160 Points (40%)	Total Possible Score: 400 Points	Rank
Alpha Analytical, Inc.	\$631,624.50	116	77	159	352	1
Absolute Resource Associates	\$721,560.00	102	77	153	332	2
Eurofins Eaton Analytical	\$741,553.00	99	71	160	330	3
Con-Test/Pace	\$585,238.00	126	57	131	314	4
ChemServe Environmental Analysts	\$459,799.00	160	44	100	304	5

Cost Scoring = [Lowest Reference Bid Price / Reference Bid Price] x 160 Points

Bid scoring committee identification and qualifications.

Scoring Committee Member Name	Qualifications
Robin Mongeon, P.E.	Program Manager, Federal Sites Program, Hazardous Waste Remediation Bureau. Twenty-seven years at NHDES. Seven years in environmental consulting. B.S. Engineering Technology – Norwich University; M.S. Environmental Science – University of Massachusetts, Lowell.

Scoring Committee Member Name Con't	Qualifications
Michael Summerlin, P.E.	Civil Engineer, Federal Sites Program, Hazardous Waste Remediation Bureau. Six years at NHDES. Twenty-four years in environmental consulting. B.S. Civil/Environmental Engineering - University of New Hampshire.
Anthony Drouin	Supervisor, Residuals Management Program, Wastewater Engineering Bureau. Three years at NHDES. Eleven years in industry. B.S. Environmental Science – University of Maine.
Derek Bennett	Administrator, Drinking Water Quality Program, MtBE Remediation Bureau. Twenty-two years at NHDES. B.S. Environmental Science – University of New Hampshire.