



The State of New Hampshire  
**Department of Environmental Services**

JAN 25 '23 AM 10:16 RCVD

**Robert R. Scott, Commissioner**

101



January 17, 2023

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services to amend the **Sole Source** contract (P.O. # 1087132) with QA Group, LLC DBA Quantum Analytics, The Woodlands, Texas (Vendor Code # 176196-R001) by increasing the contract amount by \$14,850 to \$59,850 from \$45,000 and adding additional instruments for air monitoring site equipment maintenance and support, effective upon Governor and Council approval through April 18, 2025. The original contract was approved by G&C on April 8, 2020, Item # 45. 100% Federal Funds.

Funding is available in the account as follows, with the ability to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified. Funding for FY 2024 is contingent upon the availability and continued appropriation of funds.

	<u>FY 2023</u>	<u>FY 2024</u>
03-44-44-443010-9000-024-500225	\$7,200	\$7,650
Dept. Environmental Services, Section 105 PPG, Maintenance other than Buildings and Grounds		

**EXPLANATION**

We are requesting approval of this amendment necessary to provide uninterrupted data flow to the newly purchased Markes thermal desorption units at DES' Air Monitoring Program Miller State Park station; the Unity-XR, CIA, and Kori-XR were purchased through Quantum Analytics as the low bidder in 2022. The original purchase of the Markes thermal desorption units in 2018 were also purchased through Quantum Analytics as the low bidder. EPA specifications allowed states to consider only two suppliers of this equipment. In addition to being the low bidder the Markes units were chosen due to their demonstrated positive reputation, reliability, precision and innovation in the market. The requested amendment will extend service to the newly purchased instruments in 2022. The original contract was obtained as a **Sole Source** Agreement to keep the instruments under contract through 2025. Quantum Analytics has proven over the course of the past couple of years to provide exceptional service and support to ensure the instruments run smoothly, and at a price less than going through the manufacturer. In addition, Quantum Analytics is the only US based company that is authorized to service these instruments, whereas the manufacturer is based in the UK and cannot provide timely service requests which is imperative to the program. For the same reasons, we are requesting the contract amendment as a Sole Source Agreement.

The Photochemical Assessment Monitoring Program (PAMS), which operates under the Atmospheric Science and Analysis Bureau, is required by EPA to report hourly Volatile Organic Compounds (VOC's) during the PAMS season. Data is collected and reported at the air monitoring stations in Londonderry and Peterborough NH on an hourly basis from June 1<sup>st</sup> through August 31<sup>st</sup> each year and is required to meet 75% data capture criteria.

To meet the data completeness criteria, it is crucial to ensure the instrumentation is working properly to collect and analyze hourly ambient air data. Instrument downtime can quickly lead to lost hours of data collection effecting data capture criteria; this maintenance agreement will ensure timely repair and cover costs for any replacement parts and service. Based on the experience with Quantum Analytics and other instrument manufacturers in the past, we have determined that the proposed fee is fair and reasonable for the scope of work included. In addition, Quantum Analytics is the only US based company that is authorized to service these instruments, whereas the manufacturer is based in the UK and cannot provide timely service requests which are imperative to the program. The amount expended to date on this contract is \$25,000.

This amendment was approved by the Department of Justice as to form, substance, and execution. In the event that Federal funds become no longer available, General funds will not be requested to support this program.

We respectfully request your approval.



Robert R. Scott  
Commissioner

AMENDMENT NO. 1  
TO CONTRACT BETWEEN  
N.H. DEPARTMENT OF ENVIRONMENTAL SERVICES  
AND  
QA GROUP, LLC DBA QUANTUM ANALYTICS

CONTRACT FOR SERVICES – LABORATORY EQUIPMENT SERVICE AND REPAIR

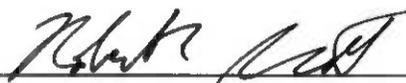
WHEREAS, the State of New Hampshire has entered into a contract with QA Group, LLC DBA Quantum Analytics (P.O. # 1087132) in the amount of \$45,000 to provide the New Hampshire Department of Environmental Services Air Monitoring Program with laboratory equipment and repair services for certain instruments at the NH Photochemical Assessment Monitoring Stations (PAMS) program sites, effective April 19, 2020 through April 18, 2025.

NOW THEREFORE, amend the original contract between NHDES and QA Group, LLC DBA Quantum Analytics, Inc. as approved by Governor and Council on April 8, 2020, as Item #45, in the following manner:

Change section 1.8 (Price Limitation) in the General Provisions of the Agreement to read: \$59,850.

The additional services to be provided under this amended contract are described in Exhibit B-1, attached to this amendment. The budget details for the additional scope of work are provided in Exhibit C-1 attached to this amendment.

All other conditions outlined in the contract shall remain in effect.

  
\_\_\_\_\_  
Robert R. Scott, Commissioner  
Department of Environmental Services

*12/22/22*  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kris Dietrich, Vice President – Service  
QA Group, LLC DBA Quantum Analytics

*07 DEC 2022*  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Assistant Attorney General  
Department of Environmental Services

*1/20/2023*  
\_\_\_\_\_  
Date

*as to form, substance, and execution.*

**EXHIBIT B-1**  
**ADDITIONAL SCOPE OF SERVICES**

QA Group, LLC DBA Quantum Analytics (herein referred to as the "contractor") hereby agrees to amend existing contract dated 2/19/20 (approved by G&C on April 8, 2020, Item # 45, expiration date 4/18/25) to provide the State of New Hampshire (herein referred to as the "State"), Department of Environmental Services, with additional lab equipment services and repair as described herein.

1. Maintenance and repair services for the following additional instruments.
  - a. Unity-XR SN:GB00U33815
  - b. Kori-XR SN:GB00W10411
  - c. CIA Advantage SN:H50235
2. Onsite coverage includes up to 3 site repair visits, unlimited parts, labor and phone support.
3. This contract amendment shall commence on April 19, 2023 or the date approved by the Governor and Council, whichever is later, and terminates on 4/18/2025, a period of approximately two years.

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

**EXHIBIT C-1**  
**ADDITIONAL BUDGET**

The Contractor hereby agrees to provide additional lab equipment service and repair in complete compliance with the terms and conditions specified in Exhibit A for an additional amount up to and not exceed a price of \$14,850.

The Contractor shall be paid by the State within 30 days after the receipt of properly documented invoice.

Pricing Structure:

	<u>Original contract amount</u>	<u>Amended additional amount</u>	<u>Amended Total</u>
4/19/23-4/18/24	\$9,500	\$7,200	\$16,700
4/19/24-4/18/25	<u>\$10,000</u>	<u>\$7,650</u>	<u>\$17,650</u>
2-year Total	\$19,500	\$14,850	\$34,350

KSD

**CERTIFICATE OF AUTHORITY**

I, Daniel Brown, hereby certify that I am a company officer of QA Group, LLC and have been an officer since July, 2021.

I certify that Kris Dietrich is authorized to bind the LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind the LLC.

Signed: 

Date: 1/11/2023

State of Texas, County of Montgomery.

On this the 11 day of January, 2023, before me

Diamonique Fryer, the undersigned officer, personally appeared

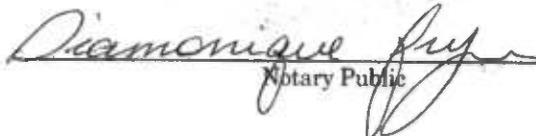
Daniel Brown, known to me (or satisfactorily proven) to be the person

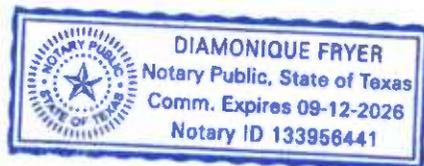
whose name is subscribed to the within instrument and acknowledged that he/she executed the same

for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

State of Texas  
County of Montgomery

Sworn to and subscribed before me this  
11 day of Jan, 2023

  
Notary Public



# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that QA GROUP, LLC is a Delaware Limited Liability Company registered to do business in New Hampshire as QUANTUM ANALYTICS on March 06, 2014. 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: 705182

Certificate Number: 0005900170



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 22nd day of November A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State



## DESCRIPTIONS (Continued from Page 1)

endorsements on the General Liability, Auto Liability, Workers' Compensation, and Products/Completed Operations Liability policies, where required by written contract.

The Umbrella Liability policy is follow form over the General Liability, Auto Liability, and Employer's Liability policies.

The General Liability, Auto Liability, Workers' Compensation, Products/Completed Operations Liability, and Umbrella Liability policies include a 30-day written Notice of Cancellation in favor of the Certificate Holder in the event policies are cancelled for any reason other than non-payment of premium.

Subject to policy terms and conditions.



The State of New Hampshire  
**Department of Environmental Services**



**Robert R. Scott, Commissioner**

RECEIVED  
NEW HAMPSHIRE

February 25, 2020

APR 10 2020

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

AIR RESOURCES DIVISION

APPROVED G & C

DATE 8 April 2020

ITEM # 45

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into a **Sole Source** agreement with QA Group, LLC DBA Quantum Analytics (Vendor Code # 176196R001), in the amount of \$45,000 for a contract for air monitoring site equipment maintenance support effective as of April 19, 2020 through April 18, 2025, upon Governor and Council approval. 100% Federal Funds.

Funding is available in the account as follows, with the ability to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified. Funding for FY 22-24 is contingent upon the availability and continued appropriation of funds as follows:

03-44-44-443010-90000000-024-500225

Dept. Environmental Services, Section 105 PPG, Maintenance other than Buildings and Grounds

<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
\$8,000.00	\$8,500.00	\$9,000.00	\$9,500.00	\$10,000.00

EXPLANATION

The Markes thermal desorption units; the Unity-XR, CIA, and Kori-XR were purchased through Quantum Analytics as the low bidder in 2018. EPA specifications allowed states to consider only two suppliers of this equipment. In addition to being the low bidder the Markes units were chosen due to their demonstrated positive reputation, reliability, precision and innovation in the market. The previous service contract with them is due to expire on April 18, 2020, and to avoid a lapse in coverage and any additional fees associated with such, we are requesting this **Sole Source** Agreement to keep the instruments under contract through 2025. Quantum Analytics has proven over the course of the past couple of years to provide exceptional service and support to ensure the instruments run smoothly, and at a price less than going through the manufacturer. In addition, Quantum Analytics is the only US based company that is authorized to service these instruments, whereas the manufacturer is based in the UK and cannot provide timely service requests which is imperative to the program.

The Photochemical Assessment Monitoring Program (PAMS), which operates under the Atmospheric Science and Analysis Bureau, is required by EPA to report hourly Volatile Organic Compounds (VOC's) during the PAMS season. Data is collected and reported at the air monitoring station at Londonderry, NH on an hourly basis from June 1<sup>st</sup> through September 30<sup>th</sup> each year and is required to meet 75% data capture criteria.

DES Website: [www.des.nh.gov](http://www.des.nh.gov)

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095

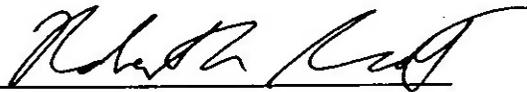
Telephone: (603) 271-2513 • Fax: (603) 271-5171 • TDD Access: Relay NH 1-800-735-2964

PAMS requirements have changed over the years - the 2015 revision to the ozone National Ambient Air Quality Standard for ozone in October 2015 [80 FR 65292] included changes to the monitoring requirements in 40 CFR part 58, Appendix D Section 5, "Network Design for Photochemical Assessment Monitoring Station (PAMS) and Enhanced Ozone Monitoring." The latest revision finalizes a network design to require PAMS measurements in states which have national core (NCORE) sites within a Core Based Statistical Area (CBSA's) with a population of 1,000,000 or more, irrespective of ozone attainment status.

The NCORE site in Londonderry fits the criteria for the PAMS required site in NH. In order to meet the data completeness criteria, it is crucial to ensure the instrumentation is working properly to collect and analyze hourly ambient air data. Instrument downtime can quickly lead to lost hours of data collection effecting data capture criteria; this maintenance agreement will ensure timely repair and cover costs for any replacement parts. Based on the experience with Quantum Analytics and other instrument manufacturers in the past, we have determined that the proposed fee is fair and reasonable for the scope of work included.

This contract was approved by The NH Department of Justice as to form, substance, and execution.

We respectfully request your approval.



Robert R. Scott  
Commissioner

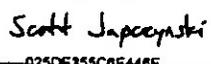
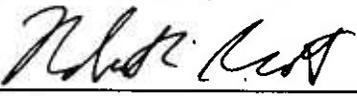
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address 29 Hazen Dr. Concord, NH 03302	
1.3 Contractor Name QA Group, LLC DBA Quantum Analytics		1.4 Contractor Address 3400 East Third Ave. Foster City CA 94404	
1.5 Contractor Phone Number 800-458-9641	1.6 Account Number 03-44-44-443010-90000000-024-500225	1.7 Completion Date 4/18/2025	1.8 Price Limitation \$45,000
1.9 Contracting Officer for State Agency Lara Hrobak		1.10 State Agency Telephone Number 603-271-0889	
1.11 Contractor Signature DocuSigned by:  Date: 2/19/2020		1.12 Name and Title of Contractor Signatory Scott Japczynski Executive Vice President	
1.13 State Agency Signature  Date: 2-26-20		1.14 Name and Title of State Agency Signatory Robert R. Scott Commissioner NHDES	
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: 3/11/2020			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials SJ  
 Date 2/19/2020

**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 <sup>DS</sup> SJ  
Date 7/19/2020

**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 SJ  
Date 7/19/2020

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 <sup>DS</sup> SJ  
Date 2/19/2020

**Exhibit A  
Special Provisions**

There are no special provisions for this contract.

Initials: <sup>DS</sup> SJ  
Date: 2/19/2020

**Exhibit B**  
**Scope of Services**

QA Group, LLC DBA Quantum Analytics (herein referred to as the "contractor") hereby agrees to provide the State of New Hampshire (herein referred to as the "State"), Department of Environmental Services, with lab equipment services and repair and is described herein.

1. Maintenance and repair services for the following instruments.
  - a. Unity- XR SN:GB00U32888-18/1
  - b. Kori- XR SN:GB00W10131-18/2
  - c. CIA-Advantage SN: GB00H40153-18/02
2. Onsite coverage includes up to 3 site repair visits, unlimited parts, labor and phone support.
3. This contract shall commence on April 19, 2020 or the date approved by the Commissioner of Administrative Services, whichever is later, and terminates on 4/18/2025, a period of approximately five years.
4. The State of New Hampshire has the right to terminate the contract at any time by giving the contractor 30 days advance written notice.

Initials: DS  
SJ  
Date: 7/19/2020

Exhibit C  
Price and Payments

The Contractor hereby agrees to provide Lab Equipment Service and Repair in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not exceed a price of \$45,000.

The Contractor shall be paid by the State within 30 days after the receipt of properly documented invoice.

Pricing Structure:

4/19/20-4/18/21	\$8,000.00
4/19/21-4/18/22	\$8,500.00
4/19/22-4/18/23	\$9,000.00
4/19/23-4/18/24	\$9,500.00
4/19/24-4/18/25	\$10,000.00

Initials: <sup>DS</sup> SJ  
Date: 7/19/2020

# 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 QA GROUP, LLC is a Delaware Limited Liability Company registered to do business in New Hampshire as QUANTUM ANALYTICS on March 06, 2014. 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: 705182

Certificate Number: 0004784947



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 23rd day of January A.D. 2020.

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

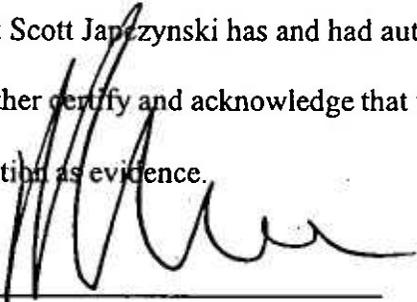
William M. Gardner  
Secretary of State

CERTIFICATE OF AUTHORITY

I, Dirk Laukien, hereby certify that I am the sole manager of  
QA Group, LLC and have been the sole manager since June 2014.

I certify that Scott Japczynski has and had authority to bind the LLC.

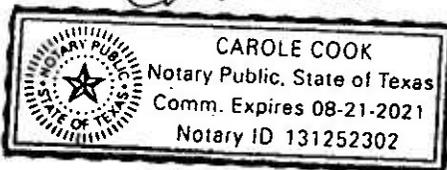
I hereby further certify and acknowledge that the State of New Hampshire will rely on  
this certification as evidence.

Signed:  \_\_\_\_\_

Date: March 3, 2020

State of Texas, County of MONTGOMERY

On this the 3RD day of MARCH 2020, before me CAROLE COOK,  
the undersigned officer, personally appeared DIRK LAUKIEN, known to me  
(or satisfactorily proven) to be the person whose name is subscribed to the within  
instrument and acknowledged that he/she executed the same for the purposes therein  
contained. In witness whereof, I hereunto set my hand and official seal.



## DESCRIPTIONS (Continued from Page 1)

endorsements on the General Liability, Auto Liability, Workers' Compensation, and Products/Completed Operations Liability policies, where required by written contract.

The Workers' Compensation policy includes Stop Gap coverage for ND, OH, WA, & WY.

The General Liability policy is written on an Occurrence basis, including Contractual Liability. The General Liability policy does not exclude Blowout/Cratering, Explosion, Collapse or Underground Hazards coverage.

The Umbrella Liability policy is follow form over the General Liability, Auto Liability, and Employer's Liability policies and is written on an Occurrence basis.

The General Liability, Auto Liability, Workers' Compensation, Products/Completed Operations Liability, and Umbrella Liability policies shall provide a 30-day written Notice of Cancellation in favor of the Certificate Holder in the event policies are cancelled for any reason other than non-payment of premium.

Subject to policy terms and conditions.