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The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

103

February 24, 2023

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into an agreement with EcoAnalysts, Inc. (VC#265601-B001), Moscow, ID, in the amount of $25,060 for the purpose of processing quality control aquatic benthic samples and taxonomic identification for the NHDES Biomonitoring Program effective as of July 1, 2023, through May 31, 2028, upon Governor and Council approval. 100% Federal Funds.

Funding is available in the account as follows with the authority to adjust encumbrances in each of the State Fiscal years through the Budget Office if needed and justified. Funding for fiscal years 2024-2028 is contingent upon continuing appropriations and availability of funds.

03-44-44-442010-7602-102-500731
Dept. Environmental Services, Surface Water Quality PPG, Contracts for Program Services

FY24	FY25	FY26	FY27	FY28
$5,012	$5,012	$5,012	$5,012	$5,012

EXPLANATION

NHDES is requesting approval of this contract for laboratory services for the NHDES Biomonitoring program. The NHDES Biomonitoring Program, supported by federal funds from the United States Environmental Protection Agency (USEPA), coordinates a freshwater biological sampling program to assess the aquatic health of the state's surface waters and aids in the development of water quality standards. As part of this program, aquatic macroinvertebrates are collected from rivers, streams, lakes and wetlands. The requested funds will allow for the consistent processing and taxonomic identification of quality control macroinvertebrate samples for the next five years.

Competitive bids were solicited via email and from the NH Administrative Services website. Two bids were received. The lowest bid had a cost of $222 per sample or $25,060 for the life of the five-year contract. The annual cost is estimated to be $5,012. The NHDES Biomonitoring coordinator reviewed the proposal for cost, qualifications, and consistency with the requirements of the sampling process outlined in the request for proposals.

The bid from EcoAnalysts, Inc. was evaluated and scored by two NHDES staff using a standardized scoring matrix based upon the qualification elements in the RFP. Possible total scores ranged from 0 to 100. See attachment A for average scores according to each qualification element and total score.

www.des.nh.gov
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • Fax: 271-2867 • TDD Access: Relay NH 1-800-735-2964

EcoAnalysts, Inc. has excellent credentials and has proven to be capable of delivering the services as proposed in a timely manner for similar projects both at the state and national level. EcoAnalysts, Inc. has provided services to the State of New Hampshire since 2015 with a high-level of success.

If Federal Funds become no longer available, General Funds will not be requested to support this program. This agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval of this item.

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 Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Contractor Name EcoAnalysts, Inc.		1.4 Contractor Address 1420 S. Blaine Ste 14, Moscow, ID 83843	
1.5 Contractor Phone Number 208-882-2588	1.6 Account Number 03-44-44-442010-7602-102	1.7 Completion Date May 31, 2028	1.8 Price Limitation $25,060
1.9 Contracting Officer for State Agency Andy Chapman		1.10 State Agency Telephone Number 603-271-5334	
1.11 Contractor Signature Date: 12-1-22		1.12 Name and Title of Contractor Signatory Gary T. Lester, CEO	
1.13 State Agency Signature Date: 3/2/23		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner New Hampshire Department of Environmental Services	
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: 3/16/2023	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date: 02/08/2023	

KURT GOTCH
Notary Public - State of Idaho
Commission Number 20222629
My Commission Expires May 23, 2028

STATE OF IDAHO
COUNTY OF LATAH
SUBSCRIBED AND SWORN TO BEFORE ME
THIS 1ST DAY OF DECEMBER, 2022
BY Kurt Gotch
NOTARY PUBLIC

Contractor Initials
Date 12-1-22

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 A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, 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 A, 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 B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 CAL

Date 12-1-22

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 A. 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

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Date 12-1-22

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 B) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT B) 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 C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials AZ

Date 2-1-22

Exhibit A
Special Provisions

1. There are no special provisions to this contract agreement.

Contractor Initials AB
Date 12-1-22

Exhibit B
Scope of Services

1. EcoAnalysts, Inc. (EcoAnalysts) must have the capacity to perform the required work in a timely fashion and meet a schedule detailing quality control (QC) sample receipt/transfer, sample processing, QC sample return and final data transfer proposed by EcoAnalysts and approved by DES prior to any transfer of samples. Failure to agree upon a schedule or meet deliverables outlined in the agreed upon schedule could result in contract termination.

2. In general, DES anticipates that QC samples will be submitted to the QC contractor by mid-March following the field season.

3. Data and associated deliverables for QC samples transferred to EcoAnalysts will be provided to DES in an electronic (MS Excel) within 45 days of receipt or as specified in the agreed upon schedule.

4. If QC samples result in failure of QC measures by the primary contractor responsible for processing the original samples under a separate contract, DES will work with both parties (EcoAnalysts and the primary contractor) to most reasonably resolve any discrepancies within one or more months at no additional cost to DES. Final decisions on QC matters are at the discretion of the DES after consultation with the primary contractor and EcoAnalysts. Failure to resolve any discrepancies could result in contract termination.

5. QC samples will be shipped to EcoAnalysts from DES or the primary contractor at no cost to EcoAnalysts.

6. A signed chain of custody form will be completed to document sample transfer and sent to DES.

7. Upon completion as determined by DES, QC samples will be shipped to DES or the primary contractor as requested by DES. DES may also choose to have EcoAnalysts not return QC samples.

8. Original samples will be sorted and subsampled by the primary contractor using the Caton grid method outlined in the US EPA's Rapid Bioassessment Protocols, 2nd Edition with some modification as noted below:

> DES requires that the entire sample rep be homogenized and spread evenly over a gridded tray. A minimum of one-quarter (25%) of the tray's grids must be randomly selected for sorting. All material contained within the selected grids must then be transferred to a separate sorting tray. From this sub-sample, all the target organisms are then removed for identification. For each sample, a minimum number of organisms (100 or 300, depending on sample type) will be required. If the subsample is found to have the minimum number of organisms, then sorting is complete. If the minimum number of organisms is not achieved, then another quarter (25%) of the grids must be randomly selected and processed as explained above. The 25% incremental random grid selection process is continued until the minimum organism target is reached. Once a set of grids is selected for sorting, then the selected grid in its entirety must be completed, regardless of the total number of organisms.

9. Quality control (QC) for sorting efficiency and organism identification of the primary contractor by EcoAnalysts will be maintained as follows:

> a) Rechecking sorted debris for 10% of samples in a given sample year. Rechecking will include re-examining sorted debris for 10% of the samples. EcoAnalysts will repick, identify and count additional organism and either place into a vial or slide mount found organisms. Organisms will be sent back to the primary contractor along with the voucher collection.

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Date 12-1-22

b) Performing taxa identification of organisms included in an annual voucher collection developed by the primary contractor. The primary contractor will provide a blind (organisms identified by number only) voucher collection (vials/slides) for each taxa found in a given sample year. Each vial/slide will have 1-3 organisms of best quality available. The primary contractor will send the annual voucher collection to EcoAnalysts for identification. When completed, EcoAnalysts will send the taxa identification list (with identification number referenced) to DES. Differences between the primary contractor and EcoAnalysts will be reconciled within 30 days or as requested by DES. The voucher collection will be returned to the primary contractor after reconciliation has been completed or as requested by DES.

10. Taxa identification of the voucher collection is accomplished by identifying each organism to the lowest reasonable taxonomic category with a genus minimum, species preferred where possible. All Chironomidae and Oligochaeta will be identified to the lowest possible taxon (usually to genus/species). Chironomidae will be mounted on slides for identification if identification level will be to genus or lower. Class Nemata, Class Nemertea will be identified to Phylum. EcoAnalysts will consult with the NH Department of Environmental Services (DES), biomonitoring program manager regarding less specific taxonomic identification of damaged or early instar organisms. Final identifications will be consistent with valid taxa names in the USDA Integrated Taxonomic Information System (ITIS).

11. DES will provide a list of all taxa currently in the DES database to the selected contractor.

12. EcoAnalysts will provide the staff person responsible for each identified organism in the voucher collection. EcoAnalysts will perform in-house quality control (QC). In-house QC reports will be provided electronically to DES on an annual basis when the QC data report is submitted.

13. QC samples shall be retained by EcoAnalysts until requested for release by DES. The contents of each sample will either be returned to the primary contractor or DES or discarded by EcoAnalysts after a period of three years (or earlier upon approval by the DES).

14. Taxonomy must be performed by a professional freshwater macroinvertebrate taxonomist of EcoAnalysts that, at a minimum, holds and maintains for the duration of the contract a certification from the Society of Freshwater Science for eastern genera in group 1 (Crustacea and Arthropods other than EPT and Chironomidae), group 2 (Ephemeroptera, Plecoptera, and Trichoptera nymphs and larvae only) and group 3 (Chironomidae larvae only).

15. EcoAnalysts must specify if an external contractor is to be used, provide contractor name/ qualifications for approval and notify DES if any deviation from these terms is proposed for DES approval during the contract.

16. EcoAnalysts will provide a standardized digital data report (MS Excel) including taxonomic listings, and cited references for making determinations, sample station ID's, additional organism counts per QC sample, names of individuals responsible for sample processing and taxonomist responsible for the final identifications, for each QC and voucher collection sample.

Contractor Initials AJZ
Date 12-1-22

Exhibit C
Contract Price and Method of Payment

1. All services shall be performed to the satisfaction of DES before payment is made.
2. Payment to EcoAnalysts, Inc. by DES will be made upon annual completion of taxonomic services, submission of agreed upon annual deliverables as outlined Exhibit A to the DES biomonitoring program and upon receipt of an associated invoice.
3. A total of no more than $25,060 will be paid to EcoAnalysts, Inc. for services rendered.
4. Up to five payments will be made over the five-year contract period, corresponding with the annual sample year.
5. No payment will be made until the taxonomic data has been received, reviewed and approved by the DES biomonitoring program.
6. All payments with exception of the final payment will be based on the number of samples completed at a rate of $222/ sample and no more than $575/ year for voucher collection processing/data delivery and $330 for shipping.
7. The final payment will be made upon delivery of processed QC sorting efficiency samples, annual QC voucher collection data and/or sample containers to the primary contractor or DES as requested by DES.

Contractor Initials AJZ
Date 12-1-22

CERTIFICATE OF VOTE

At a duly authorized meeting of the Board of Directors of EcoAnalysts, Inc. (the "Company"), held November 30th, 2022 it was VOTED that Gary T. Lester the President of the Company, be and hereby is authorized to execute contracts and bonds in the name of and on behalf of the Company; and such execution of any contract or obligation in the Company's name on its behalf by such officer under seal of the Company, shall be valid and binding upon this Company.

I hereby certify that I am the clerk of the Company and that Gary T. Lester is the duly elected officer as stated above of the Company. This vote has not been amended or rescinded and remains in full force and effect as of the date signed below.

12-7-22
Date

Clerk Scott Lindstrom VP/CFO

Corporate
Seal

ECOANALYSTS, INC. CORPORATE SEAL IDAHO 1992

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 ECOANALYSTS, INC is a Idaho Profit Corporation registered to transact business in New Hampshire on April 22, 2015. 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: **724903**

Certificate Number : **0005908251**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this **12th** day of **December** A.D. **2022.**

David M. Scanlan
Secretary of State

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/13/2023

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

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

PRODUCER
American Insurance Agency
604 S Washington St
Moscow ID 83843-3569

CONTACT NAME: Karyl Wayt
PHONE (A/C, No, Ext): (208) 882-8544 FAX (A/C, No): (208) 882-7336
E-MAIL ADDRESS: KarylW@Am-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Homeland Ins Co of NY	
INSURER B: American Fire & Casualty Ins C	24066
INSURER C: Ohio Security Insurance Co	24082
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
EcoAnalysts Inc
Corporate Office
1420 S Blaine St Ste 14
Moscow ID 83843-3973

COVERAGES **CERTIFICATE NUMBER:** 2023 **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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:			793010026-0003	2/19/2023	2/19/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Electronic Data Liability	$ 50,000
B	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS / X SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			BAA58580080	2/6/2023	2/6/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$ 5,000
A	X UMBRELLA LIAB / OCCUR EXCESS LIAB / X CLAIMS-MADE DED / RETENTION $			793010027-0003	2/19/2023	2/19/2024	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		XWS58580080 ID,IN,FL,CT,MI	6/5/2022	6/5/2023	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Pollution Liability			793010026-0003	2/19/2023	2/19/2024	Deductible $2,500	2,000,000
A	Professional Liability			793010026-003	2/19/2023	2/19/2024	Deductible $2,500	2,000,000

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

CERTIFICATE HOLDER

State of New Hampshire
Department of Environmental Services
PO Box 95
29 Hazen Drive
Concord, NH 03302-0095

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Shawn Sullivan/KW

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Attachment A

Average Score of Evaluators	Company/ Contact	Company/ Contact
Evaluation Element	**EcoAnalysts, Gary Lester/Sara Wicks**	**Normandeau, Bryan Lees/George Christian**
Qualifications (30 pts)	29.5	29.5
Professional References (15 pts)	12.5	12.0
Sample Processing Costs (25 pts)	16.5	8.0
Miscellaneous Costs (5 pts)	4.0	1.0
Sample Processing Capacity (15 pts)	15.0	14.5
Availability (5 pts)	3.0	4.5
Internal QAQC (5 pts)	0.0	2.5
SCORE	80.5	72.0

Evaluator	Title	Experience
Andy Chapman	Biological Monitoring Program Manager	27
David Neils	Chief Water Pollution Biologist, Jody Connor Limnology Center Director	23