



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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June 8, 2023

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into a **Sole Source** contract with Absolute Resource Associates, LLC (Absolute), Portsmouth, NH (VC #159136-B001), in the amount of \$695,000 to provide laboratory analytical services for NHDES programs, effective upon Governor and Council (G&C) approval through March 31, 2024. 100% Federal Funds.

Funding is available in the following accounts:

	<u>FY 2023</u>
03-44-44-440010-2476-102-500731	\$575,000
Dept. Environmental Services, ARPA DES Loans, Contracts for Program Services	
Activity Code: 00FRF602WB4401N	

03-44-44-441018-4790-102-500731	\$120,000
Dept. Environmental Services, Drinking Water SRF, Contracts for Program Services	

EXPLANATION

NHDES is requesting a **Sole Source** contract with Absolute for the following reasons:

- Contracting with Absolute will allow them to continue to provide necessary laboratory services for NHDES programs within the Drinking Water and Groundwater Bureau and MtBE Remediation Bureau. These services were provided previously under a statewide contract administered by the Department of Administrative Services, which expired on April 30, 2023. Absolute was selected during the procurement process for that contract based on their demonstrated qualifications and competitive rates.
- This contract will provide continued laboratory service for NHDES critical projects until the procurement process is complete for a new statewide laboratory contract.

His Excellency, Governor Christopher T. Sununu

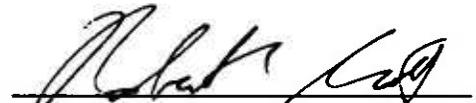
And the Honorable Council

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The American Rescue Plan Act (ARPA) of 2021 is a \$1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law by President Biden on March 11, 2021, to speed up the United States' recovery from the economic and health effects of the COVID-19 pandemic and the resultant recession. The Act defines eligible uses of the state and local funding, including responding to public health emergencies, responding to workers performing essential work during the COVID-19 emergency, providing revenue relief to states, and making investments in water, sewer, and broadband infrastructure. This is an allowable use of ARP FRF funds under Section 602 (c)(1)(D) to make necessary investments in water, sewer, or broadband infrastructure.

In the event that Federal funds are no longer available, general funds will not be requested to perform this work. This agreement has been approved by the Department of Justice as to form, substance, and execution.

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 PO Box 95 29 Hazen Drive Concord, NH 03302-0095	
1.3 Contractor Name Absolute Resource Associates, LLC		1.4 Contractor Address 124 Heritage Avenue #16 Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-436-2001	1.6 Account Unit and Class - various -	1.7 Completion Date 3/31/2024	1.8 Price Limitation \$695,000.00
1.9 Contracting Officer for State Agency Joshua Whipple		1.10 State Agency Telephone Number 603-271-7377	
1.11 Contractor Signature  Date: 6/18/2023		1.12 Name and Title of Contractor Signatory Susan C Sylvester, President	
1.13 State Agency Signature  Date: 6/12/23		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:  (Kellen Brooks) On: 6/12/23			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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 SS
Date 6/18/23

EXHIBIT A
SPECIAL PROVISIONS

A. There are no special provisions.

Contractor Initials: SS
Date: 6/8/23

EXHIBIT B
SCOPE OF SERVICES

- A. Contract Title:** Short Term Contract for Laboratory Services
- B. Contract Period:** This Agreement shall become effective on the date of approval by the Governor and Executive Council of the State of New Hampshire and shall continue until March 31, 2024, unless extended in accordance with the terms of the Agreement.
- C. Objectives:** Provide laboratory services for NHDES programs including the Drinking Water and Groundwater Bureau and the MtBE Remediation Bureau. These services were provided previously under the statewide contract, which expired on April 30, 2023. This contract will provide continued service for NHDES critical projects until the procurement process is complete for a new statewide laboratory services contract.
- D. Scope of Work:** The scope of services to be provided to the New Hampshire Department of Environmental Services (NHDES) by the contractor through this Agreement shall include the following:
1. The contractor or contractor's sub-contracted laboratory (from here forward in this document, "contractor" will include "contractor's sub-contracted laboratory", if any, as well) 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.
 2. A chain-of-custody form, completed by the NHDES 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. In addition to the contractor's chain-of-custody form that shall be provided for use under this contract, the contractor shall accept chain-of-custody forms that are developed by NHDES.
 4. The contractor shall follow and maintain industry standard chain-of-custody procedures.
 5. The contractor shall perform all analyses requested by the NHDES. If the contractor's laboratory sample capacity precludes the contractor from analyzing the requested samples within hold times, the contractor, upon NHDES approval, may sub-contract the samples to another qualified laboratory for analysis at no additional cost to the NHDES.

Contractor Initials: SS
Date: 6/14/23

6. The 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. The contractor shall provide as-needed consultation and technical support on collection methods and interpretation of reports at no additional cost to NHDES.
8. The contractor shall pick up samples using their courier upon request by the NHDES at no additional cost to NHDES. 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, the contractor shall conduct pick-ups no later than twenty-four hours after request by NHDES. Standard notification by NHDES of the need for sample pick-up by the laboratory will be not less than two business days in advance. Sample pick-up locations may be designated by NHDES anywhere in New Hampshire but will primarily be at the NHDES offices at 29 Hazen Drive in Concord, New Hampshire.
9. Within two business days following receipt of samples by the contractor and upon logging the samples into the contractor's laboratory information management system, the contractor shall provide a log-in summary via email to the applicable NHDES project manager that includes, at a minimum, the sample names, collection date & time, sample matrix, and analyses, as entered into the laboratory information management system.
10. The 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 laboratory reports shall be prepared by the contractor and sent electronically, i.e., via email, in Adobe PDF format along with an electronic data deliverable in Microsoft Excel format to NHDES 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.

Contractor Initials: SS
Date: 10/8/13

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 15 business days from the date of contractor receipt of the samples as documented on the corresponding chain-of-custody form.
12. The 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. The 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. The 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 the contract laboratory's home state.
14. The contractor 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. The contractor shall make available QA/QC data at the request of the NHDES. This information must be retrievable from the 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. The contractor shall be subject to any Quality Assurance/Quality Control audits and inspections by the NHDES. The 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. The contractor shall report results for all analytes listed by the methodology listed and to the reporting limits specified therein.
17. NHDES requires that the contractor or contractor's sub-contracted laboratory is capable of analyzing PFAS samples by the following analytical methods / approaches, with the minimum analyte lists shown in Attachment 1:
 - a. USEPA Method 537

Contractor Initials: CS
Date: 6/8/23

b. USEPA Method 533

For each method, reported PFAS results must include the long name and abbreviated name of the compound analyzed and associated CAS number on written and EDD reports.

Reported PFAS results shall be to 3 significant figures.

Reporting limits for PFOA, PFOS, PFNA, PFHxS, PFBS, and HFPO-DA (GenX) in aqueous drinking water samples should not exceed 2 ng/L. Reporting limits for PFOA, PFOS, PFNA, PFHxS, PFBS, and HFPO-DA (GenX) in solid samples should not exceed 0.5 ug/kg. Reporting limits for the other PFAS should be as close to these limits as possible.

18. The contractor shall report estimated "J-Flag" detection values for all analyzed compounds down to the lowest detection limit achievable by the equipment used to process the sample. The contractor shall report both the reporting limits and the method detection limits in the written and electronic deliverables.
19. The contractor shall credit NHDES if samples are broken by the laboratory, not processed within analytical hold times, and/or fail laboratory QA/QC.
20. On occasion, the NHDES may require additional analyses for constituents or methods not listed in Exhibit A. Upon request, the contractor may be asked to provide these analyses at a negotiated cost. NHDES reserves the right to specify a sub-contract laboratory for such analyses during the contract period.
21. All invoices must be submitted showing quantities and 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. Invoicing shall be no more frequently than once per week and no less frequently than once per month and include costs for all samples analyzed, itemized per lab ID number, for the respective period.
22. Contractor shall become an authorized data provider with NHDES OneStop and provide all electronic data deliverables in a Microsoft Excel format that is compatible with the NHDES EMD reporting template. Data shall be uploaded to the NHDES EMD by the laboratory and the PDF version of the lab report shall be electronically submitted, i.e., via email, within ten working days after completion of the sample analyses. The Microsoft Excel documents that are used to upload 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.
23. When the sample is related to a public water system, as will be indicated by the chain of custody, the contractor shall, instead of uploading to the NHDES

Contractor Initials: SS
Date: 6/18/23

EMD, become a NHDES data provider and upload data electronically to the NHDES Drinking Water and Groundwater Bureau (DWGB) database using the electronic transfer application. This database has different requirements and procedures than reporting data into the EMD, which is used to house data not related to public water systems. An electronic data deliverable reported to DWGB for a public water system is considered to fulfill the electronic data deliverable reporting requirements to EMD as specified in item 22, above. For more information on the DWGB database please contact NHDES at (603) 271-3139.

24. Contractor shall report results in units that are compatible with the NHDES Be Well Informed web application.
25. 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. However, they shall be aggregated for the purpose of invoicing as described in item 21 above.

This Agreement consists of the following documents: Exhibits A, B, and C and Attachment 1, which are all incorporated herein by reference as if fully set forth herein.

Contractor Initials: CS
Date: 6/18/23

EXHIBIT C
PAYMENT SCHEDULE

- A. The State shall pay the Contractor an amount not to exceed \$695,000.00 Price Limitation for the services provided by the contractor pursuant to Exhibit B - Scope of Services.
- B. The Contractor agrees to provide the services in Exhibit B, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize current and/or future funding.
- C. The pricing structure for this contract is as follows:

1.0 Laboratory Analyses

Matrix	Method	Description	Standard Unit Price	Rush Unit Price
Drinking Water	EPA 537.1	List of 18 PFAS Compounds	\$229.00	\$229.00
Drinking Water	EPA 533	List of 25 PFAS Compounds	\$250.00	\$250.00

- D. Payment for said services shall be paid as follows:
 - 1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement and shall be in accordance with the approved items.
 - 2. The contractor will submit an invoice in a form satisfactory to the State within 15 days of submitting analytical results that identifies and requests reimbursement for authorized expenses incurred for each assignment.
 - 3. The State shall make payment to the contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. The contractor will keep detailed records of their activities related to NHDES funded programs and services.
 - 4. The final contract invoices shall be due to the State no later than forty-five (45) days following the contract end date of 3/31/2024. Requests submitted after this date may be denied.
 - 5. All obligations of NHDES and the State of New Hampshire are contingent upon availability and continued appropriation of funds for the services.
 - 6. In lieu of hard copies, all invoices may be signed using an electronic signature and emailed to the respective NHDES project manager identified in the chain-of-custody for each contract assignment.

Contractor Initials: SS
Date: 6/8/23

PFAS Compound Lists

PFAS Name	Abbreviation	CAS No.	USEPA Method 537.1 ^a (18)	USEPA Method 533 ^b (25)
PERFLUOROALKYL CARBOXYLIC ACIDS (PFCAs)				
perfluorotetradecanoic acid	PFTeA	376-06-7	x	
perfluorotridecanoic acid	PFTrA	72629-94-8	x	
perfluorododecanoic acid	PFDoA	307-55-1	x	x
perfluoroundecanoic acid	PFUnA	2058-94-8	x	x
perfluorodecanoic acid	PFDA	335-76-2	x	x
perfluorononanoic acid	PFNA	375-95-1	x	x
perfluorooctanoic acid	PFOA	335-67-1	x	x
perfluoroheptanoic acid	PFHpA	375-85-9	x	x
perfluorohexanoic acid	PFHxA	307-24-4	x	x
perfluoropentanoic acid	PFPeA	2706-90-3		x
perfluorobutanoic acid	PFBA	375-22-4		x
PERFLUOROALKYL SULFONIC ACIDS (PFSA's)				
perfluorooctane sulfonic acid	PFOS	1763-23-1	x	x
perfluoroheptane sulfonic acid	PFHpS	375-92-8		x
perfluorohexane sulfonic acid	PFHxS	355-46-4	x	x
perfluoropentane sulfonic acid	PFPeS	2706-91-4		x
perfluorobutane sulfonic acid	PFBS	375-73-5	x	x
FLUOROTELOMERS				
8:2 fluorotelomer sulfonic acid	8:2 FTSA	39108-34-4		x
6:2 fluorotelomer sulfonic acid	6:2 FTSA	27619-97-2		x
4:2 fluorotelomer sulfonic acid	4:2 FTSA	757124-72-4		x
PERFLUOROALKANE SULFONYL SUBSTANCES				
n-ethyl perfluorooctanesulfonamido acetic acid	NEtFOSAA	2991-50-6	x	
n-methyl perfluorooctanesulfonamido acetic acid	NMeFOSAA	2355-31-9	x	
ADDITIONAL SUBSTANCES				
2,3,3,3-tetrafluoro-2-(heptafluoropropoxy)propanoic acid	HFPO-DA [†] (GenX acid)	13252-13-6	x	x
4,8-dioxa-3h-perfluorononanoic acid	DONA [‡] (ADONA acid)	919005-14-4	x	x
11-chloroeicosafluoro-3-oxaundecane-1-sulfonic acid	11Cl-PF3OUdS [*] (F53B Major)	763051-92-9	x	x
9-chlorohexadecafluoro-3-oxanone-1-sulfonic acid	9Cl-PF3ONS ^{**} (F53B Minor)	756426-58-1	x	x
Nonafluoro-3,6-dioxaheptanoic acid	NFDHA	151772-58-6		x
Perfluoro(2-ethoxyethane)sulfonic acid	PFEESA	113507-82-7		x
Perfluoro-4-methoxybutanoic acid	PFMBA	863090-89-5		x
Perfluoro-3-methoxypropanoic acid	PFMPA	377-73-1		x

Notes:

- a. USEPA Method 537.1 (Rev 2.0 April 2020) (https://cfpub.epa.gov/si/si_public_record_report.cfm?dirEntryId=348508&Lab=CESER&simpleSearch=0&showCriteria=2&searchAll=537.1&TIMSType=&dateBeginPublishedPresented=03%2F24%2F2018; https://www.epa.gov/sites/production/files/2019-12/documents/table_of_pfas_methods_533_and_537.1.pdf)
- b. 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)

Abbreviations:

- [†] HFPO-DA is sometimes referred to as the acid form of the GenX salt
- [‡] DONA is sometimes referred to as the acid form of the ADONA salt
- ^{*} The major component of compound F53B (sometimes referred to as F53 Major)
- ^{**} The minor component of compound F53B (sometimes referred to as F53 Minor)

STATE OF NEW HAMPSHIRE
Laboratory Analytical Services

“CORPORATE CERTIFICATE”

I, (Name) Cliff Chase hereby certify that I am duly elected Member of
(Corporation) Absolute Resource Associates, LLC.

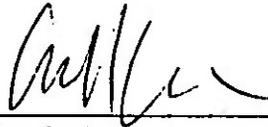
I hereby certify the following is a true copy of a vote adopted by unanimous consent of the Board
of Directors of the Corporation, on 6/8/23.

VOTED: That (Name) Susan C. Sylvester is duly authorized to enter into a specific

Contract namely the State of New Hampshire Laboratory Analytical Services Contract and
further authorized to execute any documents which may in 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 (Date) 6/8/23 and that (Name) Susan C. Sylvester is duly elected (Title)
President of this Corporation.

+

ATTEST: 
(Member)

DATE: 6/8/23

CORPORATE SEAL

ATTEST: 
(Notary Public)

COMMISSION EXPIRES: 12/7/27

DATE: 6/8/23



NOTARY SEAL

(NOTE: IF COMPANY IS NOT INCORPORATED, PLEASE CHECK THE BOX .)

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 ABSOLUTE RESOURCE ASSOCIATES LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 15, 2000. 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: 363755

Certificate Number: 0006243527



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of June A.D. 2023.

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

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/26/2023

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 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).

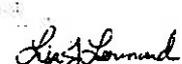
PRODUCER Braley Wellington Insurance Agency P.O. Box 15127 Worcester MA 01815	CONTACT NAME: Lisa Lermund PHONE (A/C, No, Ext): (508) 754-7255 E-MAIL ADDRESS: llermund@braleywellingtongroup.com	FAX (A/C, No): (508) 797-3507
	INSURER(S) AFFORDING COVERAGE	
INSURED Absolute Resource Associates, LLC 124 Heritage Ave Suite 16 Portsmouth NH 03801	INSURER A: Westchester Surplus Lines Ins. Co.	
	INSURER B: Merchants Mutual Ins	
	INSURER C: Travelers P & C Co of America	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 23-24 UPDATED WC **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			G27952896007	02/01/2023	02/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CAPI075052	02/01/2023	02/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			G27952902007	02/01/2023	02/01/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N	N/A	6JUB2E81891-9-23	05/02/2023	05/02/2024	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Pollution & Professional Liability			G27952896007	02/01/2023	02/01/2024	\$1,000,000 per Occurrence \$1,000,000 per Aggregate

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

CERTIFICATE HOLDER NHDES Waste Management Division 29 Hazen Drive, PO Box 95 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 
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