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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 100
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

August 23, 2023

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Alpha Analytical, LLC (VC#303006), Roseville, MN, in an amount up to and not to exceed $1,181,830.40 for laboratory analytical services with the option to extend for up to an additional two years effective upon Governor and Executive Council approval through July 31, 2028.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The Department of Administrative Services (DAS), through the Bureau of Purchase and Property, issued request for bid (RFB) 2758-23 on May 19, 2023, with responses due on June 2, 2023. This RFB reached 177 vendors through the NIGP electronic sourcing platform with an additional four directly sourced. There were four compliant responses received: Alpha Analytical, LLC, GEL Laboratories, LLC, Absolute Resource Associates LLC, and Enthalpy Analytical, LLC. Upon Governor and Executive Council approval these four contractors will provide statewide polyfluoroalkyl substances (PFAS) water testing, among other testing requirements.

The decision to select multiple contractors was made to allow agencies the flexibility to choose between multiple labs and take advantage of their specific strengths. This will also allow agencies to move testing to another facility to meet time requirements if a lab was to have a backlog; an important feature as state and local governments work through PFAS contamination in our communities.

Because multiple contractors have been selected, DAS has added a request for quote (RFQ) to the ordering process. This was added to create an environment that promotes competition and lower cost to the agencies. The RFQ will allow the agencies to select either the quoted price or the lowest agreed upon

pricing from the four contractors. The quote process should allow the higher cost contractors to reassess their pricing to garner additional orders and create equilibrium between vendors.

The recommended price limitation for each of the four contractors was reached by calculating the projected spend for each contractor over five years and assigning a percentage of the value to each of them. The percentage value was determined through historical data, bid price, and services available, then assigning as a percentage of business each of the four contractors is predicted to earn. Based on this calculation, Alpha Analytical, LLC is projected to earn 32 percent of the overall spend of $3,693,220.00 or $1,181,830.40.

Contract financials				
Estimated annual spend based on agency usage	$738,644.00		Recommended price limitation based on historical data, bid price, and services available from four vendors. The projection is 32 percent of the estimated term spend.	$1,181,830.40
Estimated term spend (5 years)	$3,693,220.00			

Based on the foregoing, I am respectfully recommending approval of the contract with Alpha Analytical, LLC.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Alpha Analytical, LLC

I. Analysis of Per- and Polyfluoroalkyl Substances (PFAS) EPA Test Method 537.1				
Determination of Selected Per- and Polyfluorinated Alkyl Substances in Drinking Water by Solid Phase Extraction and Liquid Chromatography/Tandem Mass Spectrometry (LC/MS/MS)	Sample Matrix	Estimated #of Analysis Per Year	Unit Price	Expedited Turn-Around Price Per Sample
Method 537.1	Aqueous	25	$ 247.00	$ 370.50
		Subtotal	$ 6,175.00	

II. Analysis of Per- and Polyfluoroalkyl Substances (PFAS) EPA Test Method 533				
Determination of Per- and Polyfluoroalkyl Substances in Drinking Water by Isotope Dilution Anion Exchange Solid Phase Extraction and Liquid Chromatography/Tandem Mass Spectrometry	Sample Matrix	Estimated #of Analysis Per Year	Unit Price	Expedited Turn-Around Price Per Sample
Method 533	Aqueous	2500	$ 245.00	$ 367.50
		Subtotal	$ 612,500.00	

III. Analysis of Per- and Polyfluoroalkyl Substances (PFAS) USEPA Draft Method 1633				
Analysis of Per- and Polyfluoroalkyl Substances (PFAS) in Aqueous, Solid, Biosolids, and Tissue Samples by LC-MS/MS, June 2022, or later	Sample Matrix	Estimated #of Analysis Per Year	Unit Price	Expedited Turn-Around Price Per Sample
Method 1633	Aqueous	225	$ 389.00	$ 583.50
Method 1633	Solid	20	$ 489.00	$ 733.50
Method 1633	Biosolid	10	$ 489.00	$ 733.50
Method 1633	Tissue	10	$ 539.00	$ 808.50
		Subtotal	$ 107,585.00	

IV. Hazardous Waste and Environmental Sample Analysis					
Characteristic/ Compound (s)	Chemical Abstract #	Potential Methods EPA	Estimated #of Analysis Per Year	Unit Price	Expedited Turn-Around Price Per Sample
Ignitability (Flash Point)		1010A/1020A	15	$ 24.00	$ 36.00
Corrosivity (pH)		9040B/9045C	5	$ 14.00	$ 21.00
NH Corrosive Solid Env-Wm 403.04 (b) (3)		SW-846	2	$ 49.00	$ 73.50
Reactivity			2	$ 69.00	$ 103.50
Releasable Cyanide		SW846 7.3.3.2		Included	Included
Releasable Sulfide		SW846 7.3.4.2		Included	Included
TCLP Characteristic Metal Wastes		1311	16	$ 121.00	$ 181.50
Arsenic	7440-38-2	6020A		Included	Included
Barium	7440-39-3	6020A		Included	Included
Cadmium	7440-43-9	6020A		Included	Included
Chromium	7440-47-3	6020A		Included	Included
Lead	7439-92-1	6020A		Included	Included
Mercury	7439-97-6	7470A/7471B		Included	Included
Selemium	7782-49-2	6020A		Included	Included
Silver	7440-22-4	6020A		Included	Included
Individual TCLP Characteristic Metal		See Above	8	$ 121.00	$ 181.50
TCLP VOCs Characteristic Wastes		1311/8260B	10	$ 159.00	$ 238.50
Benzene	71-43-2	8260B		Included	Included
Carbon Tetrachloride	56-23-5	8260B		Included	Included
Chlorobenzene	108-90-7	8260B		Included	Included
Chloroform	67-66-3	8260B		Included	Included
1,4 Dichlorobenzene	106-46-7	8260B		Included	Included
1,2 Dichloroethane	107-06-2	8260B		Included	Included
1,1 Dichloroethylene	75-35-4	8260B		Included	Included
Methyl Ethyl Ketone	78-93-3	8260B		Included	Included
Tetrachloroethylene	127-18-4	8260B		Included	Included
Trichloroethylene	79-01-6	8260B		Included	Included
Vinyl Chloride	75-01-4	8260B		Included	Included
			Subtotal	$ 5,160.00	

Characteristic/ Compound (s)	Chemical Abstract #	Potential Methods EPA	Estimated #of Analysis Per Year	Unit Price	Expedited Turn-Around Price Per Sample
TCLP semi VOC's Characteristic Waste			2	$ 249.00	$ 373.50
o-Cresol	95-48-7	8270D		Included	Included
m-cresol	108-39-4	8270D		Included	Included
p-cresol	106-44-5	8270D		Included	Included
Cresol	1319-77-3	8270D		Included	Included
2,4 Dinitrotoluene	121-14-2	8270D		Included	Included
Hexachlorobenzene	118-74-1	8270D		Included	Included
Hexachlorobutadiene	87-68-3	8270D		Included	Included
Hexachloroethane	67-72-1	8270D		Included	Included
Nitrobenzene	98-95-3	8270D		Included	Included
Pentachlorophenol	87-86-5	8270D		Included	Included
Pyridine	110-86-1	8270D		Included	Included
2,4,5-Trichlorophenol	95-95-4	8270D		Included	Included
2,4,6-Trichlorophenol	88-06-2	8270D		Included	Included
Total Halogens		9023 or 9020	12	$ 125.00	$ 187.50
PCB		3540C/8082A	20	$ 89.00	$ 133.50
Oil and Grease		1664 HEM	10	$ 79.00	$ 118.50
Non-polar Material (TPH)		1664 SGT-HEM	4	$ 69.00	$ 103.50
Diesel or Gasoline Range Organics (DRO/GRO)		8015B	2	$ 79.00	$ 118.50
Volatile Organic Compounds in soil		8260B	2	$ 84.00	$ 126.00
Polynuclear Aromatic Hydrocarbons in Soil		8270D	2	$ 99.00	$ 148.50
TOTAL RCRA Metals (see list above)		7470A/7471B	12	$ 79.00	$ 118.50
TOTAL Individual RCRA Metal		7470A/7471B	4	$ 24.00	$ 36.00
TOTAL RCRA VOCs (see list above)		8260B	6	$ 69.00	$ 103.50
TOTAL RCRA Semi-VOCs (see list above)		8270D	2	$ 199.00	$ 298.50
			Subtotal	$ 7,224.00	
			Total Annual	$ 738,644.00	
			Five Year Term	$ 3,693,220.00	
		Recommended Price Limit		$ 1,181,830.40	

Contract financials			
Estimated annual spend based on agency usage	$738,644.00	Recommended price limitation based on historical data, bid price, and services available from four vendors. The projection is 32% percent of the estimated term spend.	$1,181,830.40
Estimated term spend (5 years)	$3,693,220.00		

Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	CONTRACT: Laboratory Analytical Services	Agency	
RFB#	RFB 2758-23	Requisition#	
Agent Name	Corrine Tatro	Bid Closing	06/02/2023

				Absolute Resource Associates LLC		Alpha Analytical, LLC		Enthalpy Analytical, LLC		GEL Laboratories LLC	
I. Analysis of Per- and Polyfluoroalkyl Substances (PFAS)											
		Sample Matrix	Analysis Per Year	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
	Method 537.1	Aqueous	25	$ 225.00	$ 5,625.00	$ 247.00	$ 6,175.00	$ 235.00	$ 5,875.00	$ 283.00	$ 7,075.00
				Subtotal	$ 5,625.00	Subtotal	$ 6,175.00	Subtotal	$ 5,875.00	Subtotal	$ 7,075.00
II. Analysis of Per- and Polyfluoroalkyl Substances (PFAS)											
		Sample Matrix	Analysis Per Year	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
	Method 533	Aqueous	2500	$ 225.00	$ 562,500.00	$ 245.00	$ 612,500.00	$ 255.00	$ 637,500.00	$ 283.00	$ 707,500.00
				Subtotal	$ 562,500.00	Subtotal	$ 612,500.00	Subtotal	$ 637,500.00	Subtotal	$ 707,500.00
III. Analysis of Per- and Polyfluoroalkyl Substances (PFAS)											
		Sample Matrix	Analysis Per Year	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
	Method 1633	Aqueous	225	$ 468.00	$ 105,300.00	$ 389.00	$ 87,525.00	$ 475.00	$ 106,875.00	$ 563.00	$ 126,675.00
	Method 1633	Solid	20	$ 468.00	$ 9,360.00	$ 489.00	$ 9,780.00	$ 500.00	$ 10,000.00	$ 625.00	$ 12,500.00
	Method 1633	Biosolid	10	no bid	no bid	$ 489.00	$ 4,890.00	$ 575.00	$ 5,750.00	$ 625.00	$ 6,250.00
	Method 1633	Tissue	10	no bid	no bid	$ 539.00	$ 5,390.00	$ 575.00	$ 5,750.00	$ 675.00	$ 6,750.00
				Subtotal	$ 114,660.00	Subtotal	$ 107,585.00	Subtotal	$ 128,375.00	Subtotal	$ 152,175.00

Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

IV. Hazardous Waste and Environmental Sample Analysis			Absolute Resource Associates LLC		Alpha Analytical, LLC		Enthalpy Analytical, LLC		GEL Laboratories, LLC	
Characteristic/ Compound (s)	Potential Methods EPA	Analysis Per Year	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Ignitability (Flash Point)	1010A/1020A	15	$ 40.00	$ 600.00	$ 24.00	$ 360.00	NO BID THIS SECTION		$ 28.00	$ 420.00
Corrosivity (pH)	9040B/9045C	5	$ 20.00	$ 100.00	$ 14.00	$ 70.00			$ 12.00	$ 60.00
NH Corrosive Solid Env-Wm 403.04 (b) (3)	SW-846	2	$ 20.00	$ 40.00	$ 49.00	$ 98.00			no bid	
Reactivity		2	$ 80.00	$ 160.00	$ 69.00	$ 138.00			$ 200.00	$ 400.00
TCLP Characteristic Metal Wastes	1311	16	$ 158.00	$ 2,528.00	$ 121.00	$ 1,936.00			$ 172.00	$ 2,752.00
Individual TCLP Characteristic Metal	See Above	8	$ 106.00	$ 848.00	$ 121.00	$ 968.00			$ 96.00	$ 768.00
TCLP VOCs Characteristic Wastes	1311/8260B	10	$ 169.00	$ 1,690.00	$ 159.00	$ 1,590.00			$ 180.00	$ 1,800.00
TCLP semi VOC's Characteristic Waste		2	$ 232.00	$ 464.00	$ 249.00	$ 498.00			$ 300.00	$ 600.00
Total Halogens	9023 or 9020	12	$ 177.00	$ 2,124.00	$ 125.00	$ 1,500.00			$ 100.00	$ 1,200.00
PCB	3540C/8082A	20	$ 63.00	$ 1,260.00	$ 89.00	$ 1,780.00			$ 128.00	$ 2,560.00
Oil and Grease	1664 HEM	10	$ 70.00	$ 700.00	$ 79.00	$ 790.00			$ 60.00	$ 600.00
Non-polar Material (TPH)	1664 SGT-HEM	4	$ 70.00	$ 280.00	$ 69.00	$ 276.00			$ 72.00	$ 288.00
Diesel or Gasoline Range Organics (DRO/GRO)	8015B	2	$ 58.00	$ 116.00	$ 79.00	$ 158.00			$ 144.00	$ 288.00
Volatile Organic Compounds in soil	8260B	2	$ 100.00	$ 200.00	$ 84.00	$ 168.00			$ 144.00	$ 288.00
Polynuclear Aromatic Hydrocarbons in Soil	8270D	2	$ 121.00	$ 242.00	$ 99.00	$ 198.00			$ 152.00	$ 304.00
TOTAL RCRA Metals (see list above)	7470A/7471B	12	$ 74.00	$ 888.00	$ 79.00	$ 948.00			$ 112.00	$ 1,344.00
TOTAL Individual RCRA Metal	7470A/7471B	4	$ 23.00	$ 92.00	$ 24.00	$ 96.00			$ 30.00	$ 120.00
TOTAL RCRA VOCs (see list above)	8260B	6	$ 74.00	$ 444.00	$ 69.00	$ 414.00			$ 144.00	$ 864.00
TOTAL RCRA Semi-VOCs (see list above)	8270D	2	$ 168.00	$ 336.00	$ 199.00	$ 398.00			$ 256.00	$ 512.00
			Subtotal	$ 13,112.00	Subtotal	$ 12,384.00			Subtotal	$ 15,168.00
			Total Annual	$ 695,897.00		$ 738,644.00		$ 771,750.00		$ 881,918.00
	$15,441,045.00		Term	$3,479,485.00		$ 3,693,220.00		$ 3,858,750.00		$ 4,409,590.00
		Recommended Price Limitation		$1,113,435.20		$ 1,181,830.40		$ 1,234,800.00		$ 220,479.50

Recommendation Summary (Applicable for Contracts Only)	
Statewide Contract or Amendment	Contract
Term of Contract	Five Years
Price Limitation	See Above
Number of Solicitations Received	4
Number of Sourced Bidders	4
Number of NIGP Vendors Sourced	177
Number of Bid Declines (with reason)	0
P-37 Checklist Complete	
D&B Report Attached	No
Terms of Payment (P-card/ACH)	P-Card
FOB Delivered	Yes
Expiring Contract Price Limitation	$2,000,000.00
Total Cost Savings ($/%)	$ %

Bidder	Forecasted Annual Spend	Forecasted 5 year spend	Spend limit based on expected business
Absolute	$ 695,897.00	$ 3,479,485.00	$1,113,435.20
Alpha	$ 738,644.00	$ 3,693,220.00	$1,181,830.40
Enthalpy	$ 771,750.00	$ 3,858,750.00	$1,234,800.00
GEL	$ 881,918.00	$ 4,409,590.00	$220,479.50
	Projected Aggregated Spend		$3,750,545.10

Special Notes: The state will be awarding 4 contracts for Laboratory Services to meet the agency's needs and allow flexibility. The price limitation has been divided between the contractors as follows: GEL Laboratories - 5%, Absolute - 32%, Alpha Analytical - 32%, and Enthalpy - 32%. The percentage value was determined though historical data, bid price, and services available, then assigning as a percentage of business each of the four contractors is predicted to earn.

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Alpha Analytical, LLC		1.4 Contractor Address 2665 Long Lake Road, Roseville, MN, 55113, USA	
1.5 Contractor Phone Number 612-607-6400	1.6 Account Unit and Class Various	1.7 Completion Date 07/31/2028	1.8 Price Limitation $1,181,830.40
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature Gregory C Whitman Date: 8/15/23		1.12 Name and Title of Contractor Signatory Gregory C Whitman President, Alpha Analytical	
1.13 State Agency Signature Date: 9/15/23		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On: 9/15/23			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials GCW
Date 8/15/23

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.

Contractor Initials [illegible]
Date 8/15/23

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.

Contractor Initials MCW
Date 8/15/23

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 MVD
Date 8/15/23

EXHIBIT A

SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials PKW
Date 8/15/23

EXHIBIT B
SCOPE OF SERVICES

1. INTRODUCTION

Alpha Analytical, LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Laboratory Analytical Services in accordance with the bid submission in response to State Request for Bid #-2758-23 and as described herein.

2. CONTRACT DOCUMENTS

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

a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
b. EXHIBIT A Special Provisions
c. EXHIBIT B Scope of Services
d. EXHIBIT C Method of Payment
e. EXHIBIT D RFB 2758-23
f. EXHIBIT E Contractor's Bid Response

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2758-23," and (5) EXHIBIT E "Contractor's Bid Response."

3. TERM OF CONTRACT

The term of the contract shall commence upon approval of the Governor & Executive Council, through July 31, 2028, a period of approximately five (5) years.

The contract may be extended for up to an additional two years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Governor & Council.

The maximum term of the Contract (including all extensions) cannot exceed seven (7) years.

4. SCOPE OF SERVICES

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

2. The contractor shall provide Laboratory Analytical Services available to all State Agencies and other eligible participants. Eligible participants include political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion.

Contractor Initials KAW
Date 8/15/23

In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful contractor. The State of New Hampshire assumes no liability between the successful contractor and any of these entities.

3. 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 client, 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.

4. The contractor shall perform all analyses requested by the client. If the contractor's laboratory sample capacity precludes the contractor from analyzing the requested samples within hold times, the contractor, upon client approval, may sub-contract the samples to another qualified laboratory for analysis at no additional cost to the client.

5. 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, the client will specify the number of trip blanks and field blanks required (i.e., such blanks may not be required by the client even if the analytical method requires them).

6. A chain-of-custody form, completed by the client, acts as the work order for laboratory analytical services, specifying the analyses to be performed and entities to whom the results and invoice shall be provided.

7. 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 the client.

8. The contractor shall follow and maintain industry standard chain-of-custody procedures.

9. The contractor shall provide as-needed consultation and technical support on collection methods and interpretation of reports at no additional cost to the client.

10. The contractor shall pick up samples using their courier upon request by the client at no additional cost to the client. Alternatively, the contractor may provide pre-paid, overnight, FedEx shipping labels and all other necessary materials at no additional cost. The client shall prepare shipping containers for shipment (includes packaging, necessary preservation, ice packs, custody seals and completion of shipping documents.) Sample transport shall be in iced containers and follow all EPA protocols for sample transport, including custody seals and chain-of-custody.

Contractor Initials [illegible]
Date 8/15/23

11. 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 client 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.

12. The contractor shall provide the client 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 the client 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.

13. The 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 the client to the contractor on the chain-of-custody form. The Excel template can be found on the NHDES website.

14. 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 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 11, above. For more information on the DWGB database please contact NHDES at (603) 271-3139.

15. Normal performance: The Contractor will provide all materials and equipment as specified in the Contractors Proposal following a request for analysis. The Contractor will perform the analytical services requested within 15 business days from laboratory receipt of samples for testing described in offer sheet sections 1-3 and 10 business days from laboratory receipt of samples for testing described in offer sheet section 4 and provide a full set of test results and chain of custody documentation.

16. Expedited Performance: The Contractor will provide all materials and equipment as specified in the Contractors proposal following a request for analysis. The Contractor will perform the analytical services requested within 3 business days from laboratory receipt of samples (except when circumstances of the test require analysis over time, i.e. BOD) and provide a full set of test results and chain of custody documentation.

Contractor Initials PW
Date 8/15/23

17. 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 the client to retain samples for a longer period of time or return samples to the client under chain-of-custody. The contractor shall be responsible for the disposal of samples at no additional cost to the client. 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.

18. 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 the client in advance of sample submission.

19. The contractor shall make available QA/QC data at the request of the client. 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 client for inspection at any time by the client. The contractor shall be subject to any Quality Assurance/Quality Control audits and inspections by the client. The contractor shall provide clarifications and details on analytical methods and reported data, as requested by the client.

20. The contractor shall report results for all analytes listed by the methodology listed and to the reporting limits specified therein.

21. The client 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 537.1
    b. USEPA Method 533
    c. USEPA Draft Method 1633, Analysis of Per- and Polyfluoroalkyl Substances (PFAS) in Aqueous, Solid, Biosolids, and Tissue Samples by LC-MS/MS, June 2022, or later.

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 µg/kg. Reporting limits for the other PFAS should be as close to these limits as possible.

Contractor Initials KCW
Date 8/15/23

22. 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 data deliverables.

23. Field blanks are not required even if the analytical method requires a field blank for each sample.

24. The contractor or subcontractor must be New Hampshire NELAP accredited for the PFAS analytical methods that meet the requirements summarized herein.

25. The contractor shall credit the client if samples are broken by the laboratory, not processed within analytical hold times, and/or fail laboratory QA/QC.

26. On occasion, the client may require additional analyses for constituents or methods not listed in Exhibit C. Upon request, the contractor may be asked to provide these analyses at a negotiated cost. The client reserves the right to specify a sub-contract laboratory for such analyses during the contract period.

27. 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 client's 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.

28. When requested by the client, analytical reports shall be issued separately despite possibly being listed on the same chain-of-custody. However, they shall be aggregated for the purpose of invoicing as described in item 25 above.

29. The Contractor will upon request, perform testing in accordance with methods set forth in the New Hampshire Code of Administrative Rules (NHCAR) and the United States Code of Federal Regulations (CFR), specifically 40 CFR 261.22 thru .24 RCRA Waste Determination, pursuant to the wastes being tested.

30. The Contractor will, upon request, perform other Environmental Testing as necessary, in accordance with the State and Federal regulations.

31. Relative to offer sheet section 4:
    A. The test result report will include at a minimum the following items:

    - Generator name,
    - Name and address of the facility,
    - Sample number or name of the waste being tested,
    - Date of the sampling and testing,
    - Characteristic or name of constituents being tested for,
    - The Chemical Abstracts Service (CAS) number of the constituent(s) being tested for

Contractor Initials BCW
Date 8/15/23

- Analysis method number used,
- Minimum detection level for toxic constituents in parts per million (ppm),
- Reference to wet or dry weight,
- Results (results for toxic constituents will be reported in ppm, results for characteristic of ignitability will be reported in degrees Fahrenheit, results for characteristic of corrosivity will be reported in pH,
- Results for characteristic of reactivity will be reported in parts per million),
- Results for Total Petroleum Hydrocarbons and Oil & Grease will be reported in ppm,
- Regulatory Level/Maximum contaminate level,
- Subcontractor name (if applicable).

Individual test reports shall be provided for each sample number or name.

B. The Contractor will report the characteristic of ignitability (Flash point) up to 200 degrees Fahrenheit.

Toxic characteristic waste constituents will be reported to a detection level equal to the regulatory limit established in NHCAR Wm-Env 403.06 (d) or as practical as possible based on the sample type.

Total Halogens will be analyzed to the nearest 100 ppm, with a detection level less than 1000 ppm.

All other samples will be reported to a detection level equal to the order of magnitude of the regulatory limit as established by the appropriate analysis method.

Additional Requirements:

Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

The contractor shall not commence work until a conference is held with each agency, at which representatives of the contractor and the State are present. The conference shall be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the contractor's employees, equipment or supplies. The contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose

Contractor Initials RCW
Date 8/15/23

continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. USAGE REPORTING

The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of Purchase and Property, Steven Burgess and sent electronic to Steven.H.Burgess@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
    - Percentage of recycled materials contained within finished products
    - Percentage of waste recycled throughout the manufacturing process
    - Types and volume of packaging used for transport
    - Any associated material avoided and/or recycled as applicable under contract
    - A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2758-23, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the

Contractor Initials EVW
Date 8/15/23

Bureau of Purchase and Property at:
https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

Contractor Initials EKW
Date 8/15/23

EXHIBIT C
METHOD OF PAYMENT

1. CONTRACT PRICE

The Contractor hereby agrees to provide Laboratory Analytical Services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of $1,181,830.40; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

I. Analysis of Per- and Polyfluoroalkyl Substances (PFAS) EPA Test Method 537.1				
Determination of Selected Per- and Polyfluorinated Alkyl Substances in Drinking Water by Solid Phase Extraction and Liquid Chromatography/Tandem Mass Spectrometry (LC/MS/MS)	Sample Matrix	Estimated #of Analysis Per Year	Unit Price	Expedited Turn-Around Price Per Sample
Method 537.1	Aqueous	25	$ 247.00	$ 370.50
II. Analysis of Per- and Polyfluoroalkyl Substances (PFAS) EPA Test Method 533				
Determination of Per- and Polyfluoroalkyl Substances in Drinking Water by Isotope Dilution Anion Exchange Solid Phase Extraction and Liquid Chromatography/Tandem Mass Spectrometry	Sample Matrix	Estimated #of Analysis Per Year	Unit Price	Expedited Turn-Around Price Per Sample
Method 533	Aqueous	2500	$ 245.00	$ 367.50
III. Analysis of Per- and Polyfluoroalkyl Substances (PFAS) USEPA Draft Method 1633				
Analysis of Per- and Polyfluoroalkyl Substances (PFAS) in Aqueous, Solid, Biosolids, and Tissue Samples by LC-MS/MS, June 2022, or later	Sample Matrix	Estimated #of Analysis Per Year	Unit Price	Expedited Turn-Around Price Per Sample
Method 1633	Aqueous	225	$ 389.00	$ 583.50
Method 1633	Solid	20	$ 489.00	$ 733.50
Method 1633	Biosolid	10	$ 489.00	$ 733.50
Method 1633	Tissue	10	$ 539.00	$ 808.50

Contractor Initials EGW
Date 8/15/23

IV. Hazardous Waste and Environmental Sample Analysis					
Characteristic/ Compound (s)	Chemical Abstract #	Potential Methods EPA	Estimated #of Analysis Per Year	Unit Price	Expedited Turn-Around Price Per Sample
Ignitability (Flash Point)		1010A/1020A	15	$ 24.00	$ 36.00
Corrosivity (pH)		9040B/9045C	5	$ 14.00	$ 21.00
NH Corrosive Solid Env-Wm 403.04 (b) (3)		SW-846	2	$ 49.00	$ 73.50
Reactivity			2	$ 69.00	$ 103.50
Releasable Cyanide		SW846 7.3.3.2		Included	Included
Releasable Sulfide		SW846 7.3.4.2		Included	Included
TCLP Characteristic Metal Wastes		1311	16	$ 121.00	$ 181.50
Arsenic	7440-38-2	6020A		Included	Included
Barium	7440-39-3	6020A		Included	Included
Cadmium	7440-43-9	6020A		Included	Included
Chromium	7440-47-3	6020A		Included	Included
Lead	7439-92-1	6020A		Included	Included
Mercury	7439-97-6	7470A/7471B		Included	Included
Selemium	7782-49-2	6020A		Included	Included
Silver	7440-22-4	6020A		Included	Included
Individual TCLP Characteristic Metal		See Above	8	$ 121.00	$ 181.50
TCLP VOCs Characteristic Wastes		1311/8260B	10	$ 159.00	$ 238.50
Benzene	71-43-2	8260B		Included	Included
Carbon Tetrachloride	56-23-5	8260B		Included	Included
Chlorobenzene	108-90-7	8260B		Included	Included
Chloroform	67-66-3	8260B		Included	Included
1,4 Dichlorobenzene	106-46-7	8260B		Included	Included
1,2 Dichloroethane	107-06-2	8260B		Included	Included
1,1 Dichloroethylene	75-35-4	8260B		Included	Included
Methyl Ethyl Ketone	78-93-3	8260B		Included	Included
Tetrachloroethylene	127-18-4	8260B		Included	Included
Trichloroethylene	79-01-6	8260B		Included	Included
Vinyl Chloride	75-01-4	8260B		Included	Included

Contractor Initials RCW
Date 8/15/23

Characteristic/ Compound (s)	Chemical Abstract #	Potential Methods EPA	Estimated #of Analysis Per Year	Unit Price	Expedited Turn-Around Price Per Sample
TCLP semi VOC's Characteristic Waste			2	$ 249.00	$ 373.50
o-Cresol	95-48-7	8270D		Included	Included
m-cresol	108-39-4	8270D		Included	Included
p-cresol	106-44-5	8270D		Included	Included
Cresol	1319-77-3	8270D		Included	Included
2,4 Dinitrotoluene	121-14-2	8270D		Included	Included
Hexachlorobenzene	118-74-1	8270D		Included	Included
Hexachlorobutadiene	87-68-3	8270D		Included	Included
Hexachloroethane	67-72-1	8270D		Included	Included
Nitrobenzene	98-95-3	8270D		Included	Included
Pentachlorophenol	87-86-5	8270D		Included	Included
Pyridine	110-86-1	8270D		Included	Included
2,4,5-Trichlorophenol	95-95-4	8270D		Included	Included
2,4,6-Trichlorophenol	88-06-2	8270D		Included	Included
Total Halogens		9023 or 9020	12	$ 125.00	$ 187.50
PCB		3540C/8082A	20	$ 89.00	$ 133.50
Oil and Grease		1664 HEM	10	$ 79.00	$ 118.50
Non-polar Material (TPH)		1664 SGT-HEM	4	$ 69.00	$ 103.50
Diesel or Gasoline Range Organics (DRO/GRO)		8015B	2	$ 79.00	$ 118.50
Volatile Organic Compounds in soil		8260B	2	$ 84.00	$ 126.00
Polynuclear Aromatic Hydrocarbons in Soil		8270D	2	$ 99.00	$ 148.50
TOTAL RCRA Metals (see list above)		7470A/7471B	12	$ 79.00	$ 118.50
TOTAL Individual RCRA Metal		7470A/7471B	4	$ 24.00	$ 36.00
TOTAL RCRA VOCs (see list above)		8260B	6	$ 69.00	$ 103.50
TOTAL RCRA Semi-VOCs (see list above)		8270D	2	$ 199.00	$ 298.50

3. PRICING QUOTATIONS

All Purchases shall require a quote from each of the four contractors. Contractors shall respond to quote requests within two (2) business days of the request being sent by the agency. No response within two (2) business days will result in a no quote. After the quote period, the order shall be placed with the contractor that has the lowest cost while meeting the performance requirements associated with the testing requested, but no higher than the lowest available contracted price.

4. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

5. PAYMENT

Payment method (P-Card or ACH). **Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the State of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments:** https://www.nh.gov/treasury/state-

Contractor Initials BCW
Date 8/15/23

vendors/index.htm Eligible participants shall negotiate their own payment methods with the successful Vendor.

Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

Contractor Initials RCW
Date 8/15/23

EXHIBIT D

RFB #2758-23 is incorporated here within.

Contractor Initials KW
Date 8/15/23

EXHIBIT E

Contractor's bid is incorporated here within

Contractor Initials
Date 8/15/23

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 ALPHA ANALYTICAL, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 22, 2019. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **815501**

Certificate Number: **0006285276**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of July A.D. 2023.

David M. Scanlan

Secretary of State

WRITTEN CONSENT IN LIEU OF MEETING OF THE MEMBERS OF ALPHA ANALYTICAL, LLC

The undersigned, being the two remaining members of Alpha Analytical, LLC, a New Hampshire limited liability company (the "Company"), acting pursuant to the Operating Agreement of the Company, the Bylaws of the Company, and the provisions of the New Hampshire Revised Limited Liability Act, do hereby consent to the following resolutions, effective as of July 19, 2023:

NOW, THEREFORE, RESOLVED, that, upon the conversion of New Hampshire corporation Alpha Analytical, Inc. into the (member-managed limited liability) Company on July 21, 2023, its managers became Eric Roman, Nisheet Gupta, and Gregory Whitman;

FURTHER RESOLVED, that, although Nisheet Gupta resigned from his position as member on July 31, 2023, the remaining members, Gregory Whitman and Eric Roman, have sufficient authority, individually, to bind the Company; and

FINALLY RESOLVED, that Gregory Whitman therefore had sufficient authority, on behalf of the Company, to enter into the contract resulting from the State of New Hampshire Request for Bid #2758-23 and to sign its accompanying "Certificate of Authority" on August 9, 2023.

COUNTERPART SIGNATURES:

This written action may be executed in any number of counterparts, and transmitted via facsimile, or in PDF format via email, which, when taken together, will constitute one and the same original.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned have executed this Written Action to be effective as of the date first set forth above.

MEMBERS OF ALPHA ANALYTICAL, LLC:

DocuSigned by:
Eric Roman
405AC9993A074F8...

By: Eric Roman, Member

By: Gregory Whitman, Member

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/07/2023

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
Willis Towers Watson Midwest, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Charter Oak Fire Insurance Company	25615
INSURER B: Travelers Property Casualty Company of Ame	25674
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Alpha Analytical, LLC
2665 Long Lake Road, Suite 300
Roseville, MN 55113

COVERAGES

CERTIFICATE NUMBER: W29810991

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 [X] LOC [ ] OTHER:			H-660-3H339745-COF-23	08/01/2023	08/01/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							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	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			810-9W174961-23-I2	08/01/2023	08/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-5N703311-23-I2	08/01/2023	08/01/2024	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [No] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-8K063715-23-I2-G	08/01/2023	08/01/2024	[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

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

Division/Location: 58

Re: #8003291

CERTIFICATE HOLDER

New Hampshire Dept. of Administrative Services
Bureau of Purchase and Property
25 Capital St, Room 102
Concord, NH 03301

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

Connie L. Harris

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June 2, 2023

Ms. Corrine Tatro
Purchasing Agent-Service Contracts
NH Bureau of Purchase & Property
25 Capitol Street-Room 102
Concord, NH 03301

Sent via Email:NH.Purchasing@das.nh.gov

RE: **Response to RFP#2758-23**
Due Date: June 2, 2023
Laboratory Analytical Services

Dear Ms. Tatro,

Alpha Analytical (Alpha) is pleased to provide this bid package for analytical services in response to your RFP#2758-23 Laboratory Analytical Services. We are submitting the required bid and contract documents via email.

- *Signed Addendum #1 Dated 5/23/23*
- *Signed State of New Hampshire Transmittal Letter*
- *Completed Bid Sheets*
    - *Please note, copies of Alpha certifications, SOPS, qualifications, Quality Systems Manual and PFAS capabilities with Reporting Limits and MDLs are all available as needed. Also, Alpha has NH ELAP Certification for Draft EPA Method 1633.*

We appreciate the opportunity to support your project. Please do not hesitate to contact me if you need additional information.

Regards,
Stephen Knollmeyer
Stephen Knollmeyer
VP Technical Sales
Alpha Analytical
Email: sknollmeyer@alphalab.com Phone: 603-498-7213

STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398

DATE OF CHANGE: 5/23/2023

ADDENDUM # 1 TO BID INVITATION # RFB 2758-23

DATE OF BID CLOSING: 06/02/23 **TIME OF BID CLOSING:** 2:00 PM (EST)

Page 5 reads: **QUALIFICATION REQUIREMENTS:**
All Bidders must provide to supply a qualification package that includes ALL of the information below:

Amend to read: **QUALIFICATION REQUIREMENTS:**
All Bidders must be able to provide a qualification package that includes ALL of the information below:

PURCHASING AGENT: Corrine Tatro
E:Mail: NH.Purchasing@das.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

BIDDER ALPHA ANALYTICAL ADDRESS 145 FLANDERS RD. WESTBOROUGH, MA 01581

BY _____
(this document must be signed)

STEPHEN L KNOLLMEYER TEL. NO. 603-498-7213
(please type or print name)

Please visit: https://das.nh.gov/purchasing/vendorresources.aspx **(click on "Bid and Proposals") for complete bid and addendums.**

STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: JUN 2, 2023

Company Name: ALPHA ANALYTICAL
Address: 145 FLANDERS RD
WESTBOROUGH, MA 01581

To: Point of Contact: **Corrine Tatro**
Telephone: (603)-271-4308
Email: NH.Purchasing@das.nh.gov

RE: Bid Invitation Name: Laboratory Analytical Services
Bid Number: **2758 -23**
Bid Posted Date (on or by): **05/19/2023**
Bid Closing Date and Time: **06/02/2023 @ 2:00 PM (EST)**
Dear Ms. Tatro:

(Insert name of signor) STEPHEN KNOLLMEYER on behalf of ALPHA ANALYTICAL (insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # **2758-23** for Laboratory Analytical Services at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
   a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
   b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
   c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
   d. Is currently debarred from performing work on any project of the federal government or the government of any state;
   e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
   f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
   g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
   h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
   i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
   j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature [signature] **Authorized Signor's Title** VP TECHNICAL SALES

Attachment B RFB 2758-23 Offer Sheet

*See specific compound list, with CAS numbers, attached (Attachment C).

I. Analysis of Per- and Polyfluoroalkyl Substances (PFAS)
EPA Test Method 537.1

Determination of Selected Per- and Polyfluorinated Alkyl Substances in Drinking Water by Solid Phase Extraction and Liquid Chromatography/Tandem Mass Spectrometry (LC/MS/MS)	Sample Matrix	Estimated #of Analysis Per Year	Unit Price	Extended Price for Estimated # of Analysis Per Year	Expedited Turn-Around Price Per Sample
Method 537.1	Aqueous	25	$ 247.00	$ 6,175.00	$ 370.50
			Subtotal	$ 6,175.00	

II. Analysis of Per- and Polyfluoroalkyl Substances (PFAS)
EPA Test Method 533

3-Day TAT = 1.5X

Determination of Per- and Polyfluoroalkyl Substances in Drinking Water by Isotope Dilution Anion Exchange Solid Phase Extraction and Liquid Chromatography/Tandem Mass Spectrometry	Sample Matrix	Estimated #of Analysis Per Year	Unit Price	Extended Price for Estimated # of Analysis Per Year	Expedited Turn-Around Price Per Sample
Method 533	Aqueous	2500	$ 245.00	$ 612,500.00	$ 367.50
			Subtotal	$ 612,500.00	

III. Analysis of Per- and Polyfluoroalkyl Substances (PFAS)
USEPA Draft Method 1633

3-Day TAT = 1.5X

Analysis of Per- and Polyfluoroalkyl Substances (PFAS) in Aqueous, Solid, Biosolids, and Tissue Samples by LC-MS/MS, June 2022, or later	Sample Matrix	Estimated #of Analysis Per Year	Unit Price	Extended Price for Estimated # of Analysis Per Year	Expedited Turn-Around Price Per Sample
Method 1633	Aqueous	225	$ 389.00	$ 87,525.00	$ 583.50
Method 1633	Solid	20	$ 489.00	$ 9,780.00	$ 733.50
Method 1633	Biosolid	10	$ 489.00	$ 4,890.00	$ 733.50
Method 1633	Tissue	10	$ 539.00	$ 5,390.00	$ 808.50
			Subtotal	$ 107,585.00	

IV. Hazardous Waste and Environmental Sample Analysis

3-Day TAT = 1.5X

Characteristic/ Compound (s)	Chemical Abstract #	Potential Methods EPA	Estimated #of Analysis Per Year	Unit Price	Extended Price for Estimated # of Analysis Per Year	Expedited Turn-Around Price Per Sample
Ignitability (Flash Point)		1010A/1020A	15	$ 24.00	$ 360.00	$ 36.00
Corrosivity (pH)		9040B/9045C	5	$ 14.00	$ 70.00	$ 21.00
NH Corrosive Solid Env-Wm 403.04 (b) (3)		SW-846	2	$ 49.00	$ 98.00	$ 73.50
Reactivity			2	$ 69.00	$ 138.00	$ 103.50
Releasable Cyanide		SW846 7.3.3.2				
Releasable Sulfide		SW846 7.3.4.2				
TCLP Characteristic Metal Wastes		1311	16	$ 121.00	$ 1,936.00	$ 181.50
Arsenic	7440-38-2	6020A				
Barium	7440-39-3	6020A				
Cadmium	7440-43-9	6020A				
Chromium	7440-47-3	6020A				
Lead	7439-92-1	6020A				
Mercury	7439-97-6	7470A/7471B				
Selemium	7782-49-2	6020A				
Silver	7440-22-4	6020A				
Individual TCLP Characteristic Metal		See Above	8	$ 121.00	$ 968.00	$ 181.50
TCLP VOCs Characteristic Wastes		1311/8260B	10	$ 159.00	$ 1,590.00	$ 238.50
Benzene	71-43-2	8260B				
Carbon Tetrachloride	56-23-5	8260B				
Chlorobenzene	108-90-7	8260B				
Chloroform	67-66-3	8260B				
1,4 Dichlorobenzene	106-46-7	8260B				
1,2 Dichloroethane	107-06-2	8260B				
1,1 Dichloroethylene	75-35-4	8260B				
Methyl Ethyl Ketone	78-93-3	8260B				
Tetrachloroethylene	127-18-4	8260B				
Trichloroethylene	79-01-6	8260B				
Vinyl Chloride	75-01-4	8260B				
TCLP semi VOC's Characteristic Waste			2	$ 249.00	$ 498.00	$ 373.50
o-Cresol	95-48-7	8270D				
m-cresol	108-39-4	8270D				
p-cresol	106-44-5	8270D				
Cresol	1319-77-3	8270D				
2,4 Dinitrotoluene	121-14-2	8270D				
Hexachlorobenzene	118-74-1	8270D				
Hexachlorobutadiene	87-68-3	8270D				
Hexachloroethane	67-72-1	8270D				
Nitrobenzene	98-95-3	8270D				
Pentachlorophenol	87-86-5	8270D				
Pyridine	110-86-1	8270D				
2,4,5-Trichlorophenol	95-95-4	8270D				
2,4,6-Trichlorophenol	88-06-2	8270D				
Total Halogens		9023 or 9020	12	$ 125.00	$ 1,500.00	$ 187.50
PCB		3540C/8082A	20	$ 89.00	$ 1,780.00	$ 133.50
Oil and Grease		1664 HEM	10	$ 79.00	$ 790.00	$ 118.50
Non-polar Material (TPH)		1664 SGT-HEM	4	$ 69.00	$ 276.00	$ 103.50
Diesel or Gasoline Range Organics (DRO/GRO)		8015B	2	$ 79.00	$ 158.00	$ 118.50
Volatile Organic Compounds in soil		8260B	2	$ 84.00	$ 168.00	$ 126.00
Polynuclear Aromatic Hydrocarbons in Soil		8270D	2	$ 99.00	$ 198.00	$ 148.50
TOTAL RCRA Metals (see list above)		7470A/7471B	12	$ 79.00	$ 948.00	$ 118.50
TOTAL Individual RCRA Metal		7470A/7471B	4	$ 24.00	$ 96.00	$ 36.00
TOTAL RCRA VOCs (see list above)		8260B	6	$ 69.00	$ 414.00	$ 103.50
TOTAL RCRA Semi-VOCs (see list above)		8270D	2	$ 199.00	$ 398.00	$ 298.50
				Subtotal	$ 12,384.00	