The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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April 22, 2024

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a contract with Enthalpy Analytical, LLC (VC# 307047-R002), North Little Rock, AR, in the amount of $200,000 to fund laboratory analytical services to identify sources of emerging contaminants in source water protection areas throughout New Hampshire, effective upon G&C approval through May 31, 2027, with the option to renew for up to two additional years. 100% Federal funds.

Funding is available in the account as follows:

	FY 2024
03-44-44-442010-6361-102-500731	$200,000

Dept Environmental Services, WIIN Emerging Contaminants, Contracts for Program Services

EXPLANATION

The BIL (P.L. 117-58), also known as the "Infrastructure Investment and Jobs Act of 2021" includes $50 billion to the Environmental Protection Agency (EPA) to strengthen the nation's drinking water and wastewater systems. Among its provisions, the BIL provides a total of $5 billion in fiscal years 2022-2026 for the Small or Disadvantaged Communities (EC-SDC) Grant program, which focuses on addressing emerging contaminants, including perfluoroalkyl and polyfluoroalkyl substances (PFAS) in small or disadvantaged communities' drinking or source water. This new funding includes $18,914,000 for New Hampshire to assist public water systems with emerging contaminants by providing infrastructure grants, establishing PFAS drinking water testing services at the DHHS Public Health Laboratory, toxicology reviews and risk assessments for emerging contaminants and source water protection initiatives for PFAS in drinking water.

In 2023, EPA approved a workplan submitted by NHDES and awarded a grant that included $1,000,000 to fund laboratory analytical services to identify and quantify analytes listed on the EPA's Contaminant Candidate Lists, in support of NHDES' work under BIL EC-SDC Grant. Analyses include, but are not limited to, PFAS, volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), pesticides/herbicides, pharmaceuticals and personal care products (PPCPs), metals, and inorganic constituents, from various environmental and non-environmental sample matrices.

The existing state contracts do not provide the breadth of analytical services required to complete source water protection sampling under the EC-SDC workplan and are limited in terms of sample matrices. Therefore, in February of 2024, NHDES posted a request for proposals for submission of qualifications and cost proposals to perform laboratory analytical services. Two proposals were received. A three person review team consisting of experienced NHDES personnel scored the proposals in terms of the breadth of services, qualifications, experience, and cost. Both firms satisfied the request for services and bring unique benefits to the program therefore the review team selected both firms in order to ensure adequate lab capacity for this work. The Enthalpy Analytical, LLC contract will cover PFAS analysis. The SGS North America, Inc. contract will cover analysis for several analytes and approval will be requested under separate cover.

In the event federal funds are no longer available, general funds will not be requested to perform this work. This contract agreement has been approved by the Attorney General's Office as to form, substance and execution.

We respectfully request your approval.

FOR Robert R. Scott
Commissioner

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095	
1.3 Contractor Name Enthalpy Analytical, LLC		1.4 Contractor Address 5120 Northshore Drive North Little Rock, AR, 72118, USA	
1.5 Contractor Phone Number 949-988-3500	1.6 Account Unit and Class 03-44-44-442010-6361-102	1.7 Completion Date 5/31/2027	1.8 Price Limitation $200,000
1.9 Contracting Officer for State Agency Jennifer Harfmann		1.10 State Agency Telephone Number 603-271-8647	
1.11 Contractor Signature BTJ Date: 4/16/24		1.12 Name and Title of Contractor Signatory Bryan Tyler Senior Vice President	
1.13 State Agency Signature Date: For 4/23/24		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: Melissa Fales On: 4/29/2024			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

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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.

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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.

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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.

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EXHIBIT A
SPECIAL PROVISIONS

Federal Funds paid under this Agreement are from a Grant to the State from United States Environmental Protection Agency, Water Infrastructure Improvements for the Nation Small and Underserved Communities Emerging Contaminants Grant Program under CFDA #66.442. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between the New Hampshire Department of Environmental Services (NHDES) and the Contractor.

FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA). The Subrecipient shall comply with the terms of the FFATA by providing NHDES with their Unique Entity Identifier (UEI), and all applicable Executive Compensation Data information as required under the FFATA. A Unique Entity ID may be obtained by visiting https://www.sam.gov.

SAM REGISTRATION: The Subrecipient must have an active registration with the System for Award Management (SAM) (https://www.sam.gov).

SINGLE AUDIT REQUIREMENTS: Recipients and subrecipients that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see example and single audit submissions.

CIVIL RIGHTS COMPLIANCE: The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply, and shall include in every contract or agreement funded with these funds this same requirement to comply, with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, NHDES may collect and review information from subrecipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients and subrecipients (see 28 CFR 42.406).

PERIOD OF PERFORMANCE: This agreement will commence upon approval of Governor and Council and the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the completion date shown in block 1.7 of Form Number P-37.

PROCUREMENT, SUSPENSION AND DEBARMENT: Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through

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2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Subrecipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320.

Subrecipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. subrecipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. subrecipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. subrecipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to NHDES may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Subrecipients may access the System for Award Management (SAM) exclusion list at https://sam.gov/SAM/ to determine whether an entity or individual is presently excluded or disqualified.

By entering into this agreement, the subrecipient certifies that the subrecipient is not debarred or suspended. Furthermore, the subrecipient certifies that no part of this contract will be subcontracted to a debarred or suspended person or firm.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT: This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020. As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical Page 4 of 29 infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

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c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:

(1) Procure or obtain, extend or renew a contract to procure or obtain;

(2) Enter into a contract (or extend or renew a contract) to procure; or

(3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list which can be found at https://www.sam.gov/SAM/pages/public/index.jsf.

OTHER SPECIAL PROVISIONS

In addition to the above special provisions, the following provisions as required by federal regulations apply to this Agreement:

1. **Allowable costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 2 CFR part 200 Subpart E.

2. **Property Management.** The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D, if applicable.

3. **Restrictions on Lobbying.** The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if nonfederal funds have been used to influence (or attempt to influence) a federal employee.

4. **Drug-Free Workplace.** The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

5. **Protection for Whistleblowers.** The Contractor shall comply with the terms of 41 U.S.C. §471 regarding Whistleblower protections. As described in 41 USC §471 "an employee of a contractor,

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subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant."

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EXHIBIT B
SCOPE OF SERVICES

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

The scope of services to be provided to NHDES through this contract 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 NHDES, perform analytical services, as necessary, to identify and quantify toxic substances, hazardous constituents, or hazardous characteristics in aqueous and solid samples, as specified in the Price Form. Aqueous samples may include drinking water, groundwater, domestic and commercial wastewater, and liquid-phase commercial, industrial, or consumer products. Solid samples may include sludge, septage and solid-phase commercial, industrial, or consumer products. The Price Form is attached as Table 1 of Exhibit B.

2. A chain-of-custody form, completed by NHDES or its consultant contractor, acts as the work order for laboratory analytical services, specifying the analyses to be performed and entity(-ies) to whom the results and invoice shall be provided.

3. 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 or for NHDES by their consultant contractors.

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

5. The contractor shall perform all analyses requested by 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 NHDES.

6. The contractor shall provide materials such as sample containers, coolers, preservatives, sample container labels, chain-of-custody forms, field blank solution, and trip blanks. The containers shall be clean and conform to the USEPA 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 whether field blank solution is 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 sampling – including collection methods, containers, volumes, and preservation – and interpretation of reports at no additional cost to NHDES.

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8. Contractors shall indicate whether courier service is available. For contractors that offer courier services, the contractor shall pick up samples using their courier upon request by NHDES at no additional cost to NHDES. 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 (or their consultant contractor). 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 or their consultant contractor anywhere in New Hampshire but will primarily be at the NHDES offices at 29 Hazen Drive in Concord or their consultant contractors' New Hampshire offices. For contractors that do not offer courier services, the contractor may provide pre-paid, overnight Fedex (or equivalent carrier) shipping labels and all other necessary shipping materials at no additional cost. NHDES shall prepare shipping containers for shipment (includes packaging, necessary preservation, ice packs if applicable, custody seals and completion of shipping documents). All sample transport shall be in iced containers and follow all USEPA protocols for sample transport, including custody seals and chain-of-custody.

9. Within three 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 and to the project manager of their consultant contractor that includes, at a minimum, the sample names, collection date & time, sample matrix, and analyses, as entered into the laboratory information management system.

10. The contractor shall provide 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 (and their consultant contractor, as applicable) within five business days after completion of the sample analyses. Unless otherwise specified, 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. When the sample is related to a public water system, as will be indicated by the chain of custody, NHDES may instead require an electronic data deliverable which is compatible with the NHDES Drinking Water and Groundwater Bureau (DWGB) Database. At least five business days before the contractor receives samples that require a DWGB-formatted electronic data deliverable, the NHDES project manager will alert the contractor and provide the required Excel template. The completed electronic data deliverables must not contain any abbreviations, omissions, or alterations of the information provided by NHDES to contractor on the chain-of-custody form.

11. Unless otherwise specified or requested by NHDES as expedited, the standard turnaround time for analysis and reporting of results shall be as follows from the date of contractor receipt of the samples as documented on the corresponding chain-of-custody form for the following two parameter suites:

- not more than 10 business days for standard analyses
- not more than 15 business days for PFAS and 1,4-dioxane analyses

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.

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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 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 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 NHDES for inspection at any time by NHDES and the USEPA. The contractor shall be subject to any Quality Assurance/Quality Control audits and inspections by NHDES. The contractor shall provide clarifications and details on analytical methods and reported data, as requested by NHDES staff or program contact submitting the sample for analysis.

16. The contractor shall report results by the methodology listed in Exhibit B or by comparable methods if indicated in the Comments' section of Table 1. Proposed reporting limits for all methods for which the contractor has bid shall be provided in the contractor's response to the RFP and would be incorporated into a subsequent contract if selected.

18. In Table 6 of Exhibit B, metals analyses for field-filtered aqueous samples are to be reported as "dissolved" metals. Metals results for solids samples are to be reported on a dry-weight basis. Any sample prep, such as digestion, that the contractor may perform on aqueous or solid samples, or ancillary analysis such as moisture content on solids samples, is to be included in the price for the complete analysis of the sample that arrives at the reportable analytical result.

19. NHDES will prioritize contractors or contractor's sub-contracted laboratories that are capable of analyzing PFAS samples by the following analytical methods / approaches:

a. USEPA Method 537.1
b. USEPA Method 533
c. USEPA Method 1633, Analysis of Per- and Polyfluoroalkyl Substances (PFAS) in Aqueous, Solid, Biosolids, and Tissue Samples by LC-MS/MS, January 2024
d. LC-MS/MS analysis using isotope dilution following the protocols outlined in the USDoD/DOE Quality Systems Manual (QSM) for Environmental Laboratories Version 5.3 or later
e. LC-MS/MS analysis using isotope dilution following the protocols outlined in the USDoD/DOE QSM Version 5.3 or later, modified for a custom analytical suite
f. Total Oxidizable Precursor (TOP) Assay with pre- and post-oxidation samples analyzed using LC-MS/MS w/ isotope dilution following USDoD/DOE QSM 5.3 or later, USEPA Method 1633, and/or a custom analytical suite

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g. Total Organic Fluorine (TOF) using USEPA Method 1621, Determination of Adsorbable Organic Fluorine (AOF) in Aqueous Matrices by Combustion Ion Chromatography (CIC), January 2024

For each method, reported PFAS results must include the long name and abbreviated name of 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.

For all analyses in Exhibit B for which the contractor has bid, the contractor shall report both the reporting limits and the method detection limits in the written and electronic deliverables.

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

22. On occasion, NHDES may require additional analyses for constituents or methods not listed in Exhibit B. 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.

23. 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 NHDES' business office, whichever is later. Invoices shall be per chain of custody sample delivery group and mailed or e-mailed by the contractor to the individual or program within NHDES submitting samples for analysis.

24. **When requested by NHDES**, 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 23 above. NHDES will inform the contractor at least three business days in advance of needing such deliverables.

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Table 1. Price Form

Matrix[1]	Analytical Method[2]	Estimated Quantity[4]	Price per Sample	Total Price for Estimated Qty of Analysis	Comments[5]
PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS)					
drinking water	USEPA Method 537.1 (18 compounds)	15	$235	$3,525	
aqueous		25	235	5,875	
drinking water	USEPA Method 533 (25 compounds)	15	255	3,825	
aqueous		25	255	6,375	
aqueous	USEPA Method 1633 (40 compounds)	350	450	157,500	
solid		20	450	9,000	
aqueous	LC-MS/MS w/ isotope dilution following DoD/DOE QSM 5.3 or later (25 compounds)	0	285		
solid		0	300		
aqueous	LC-MS/MS w/ isotope dilution following DoD/DOE QSM 5.3 or later, custom list (75 compounds)[3]	50	375		Lab can report 49 cmpds.
solid		20	400		Lab can report 49 cmpds.
aqueous	TOP Assay with pre- and post-oxidation samples analyzed using LC-MS/MS w/ isotope dilution following USDoD/DOE QSM 5.3 or later (25 compounds)	0	920		NC lab will perform TOPA
solid		0	1,000		NC lab will perform TOPA
aqueous	TOP Assay with pre- and post-oxidation samples analyzed using USEPA Method 1633 (40 compounds)	50	1,250	62,500	NC lab will perform TOPA
solid		20	1,300	26,000	NC will do TOPA; post-analysis is ID method
aqueous	TOP Assay with pre- and post-oxidation samples analyzed using custom list (75 compounds)[3]	50	1,100		NC will do TOPA; list of 49
solid		15	1,200		NC lab will do TOPA; list of 49
aqueous	Total Organic Fluorine via combustion ion chromatography	50			No Bid
solid		15			No Bid
aqueous	Adsorbable Organic Fluorine analyzed using USEPA Method 1621	30	800	24,000	Durham, NC lab
VOLATILE ORGANIC COMPOUNDS (VOCs)					
drinking water	USEPA Method 524.2	10			No Bid
	USEPA Method 524.3	10			No Bid
	USEPA Method 541	5			No Bid
aqueous	SW-846 Test Method 8015	10			No Bid
solid		5			No Bid
aqueous	SW-846 Test Method 8260	65			No Bid
solid		5			No Bid
aqueous	SW-846 Test Method 8315	10			No Bid
solid		5			No Bid
aqueous	VOC custom list[3]	30			No Bid
solid		5			No Bid
SEMI-VOLATILE ORGANIC COMPOUNDS (SVOCs)					
drinking water	USEPA Method 525.2	10			No Bid
	USEPA Method 525.3	10			No Bid
	USEPA Method 527	5			No Bid
	USEPA Method 530	5			No Bid
	USEPA Method 535	5			No Bid
	USEPA Method 536	5			No Bid
	USEPA Method 538	5			No Bid
	USEPA Method 540	5			No Bid
aqueous	USEPA Method 1699	5	1,000	5,000	
solid		5	1,050	5,250	
aqueous	SW-846 Test Method 8085	5			No Bid
solid		5			No Bid
aqueous	SW-846 Test Method 8270	20			No Bid
solid		5			No Bid
aqueous	SW-846 Test Method 8318	10			No Bid
solid		5			No Bid

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Table 1. Price Form (continued)

Matrix[1]	Analytical Method[2]	Estimated Quantity[4]	Price per Sample	Total Price for Estimated Qty of Analysis	Comments[5]
aqueous	SW-846 Test Method 8321	10			No Bid
solid		5			No Bid
aqueous	SW-846 Test Method 8330	10			No Bid
solid		5			No Bid
aqueous	SVOC custom list[3]	15			No Bid
solid		5			No Bid
PHARMACEUTICALS AND PERSONAL CARE PRODUCTS (PPCPs)					
drinking water	USEPA Method 539	15			No Bid
	USEPA Method 542	5			No Bid
aqueous	USEPA Method 1698	150			No Bid
solid		15			No Bid
aqueous	PPCP custom list[3]	50			No Bid
solid		15			No Bid
METALS					
aqueous	USEPA Method 200.7	15			No Bid
solid		5			No Bid
aqueous	USEPA Method 200.8	15			No Bid
solid		5			No Bid
aqueous	SW-846 Test Method 6010	30			No Bid
solid		10			No Bid
aqueous	SW-846 Test Method 6020	30			No Bid
solid		10			No Bid
aqueous	Metal custom list[3]	30			No Bid
solid		10			No Bid
OTHER ANALYTES					
1,4-DIOXANE					
drinking water	USEPA Method 522	20			No Bid
aqueous	SW-846 Test Method 8270 SIM	150			No Bid
	SW-846 Test Method 8260 SIM	10			No Bid
solid	SW-846 Test Method 8270 SIM	60			No Bid
	SW-846 Test Method 8260	10			No Bid
PERCHLORATE					
drinking water	USEPA Method 314.1	5			No Bid
	USEPA Method 314.2	45			No Bid
	USEPA Method 332	5			No Bid
aqueous	SW-846 Test Method 6850	100			No Bid
solid		5			No Bid
CHLORATE					
aqueous		100			No Bid
SULFATE					
aqueous		0			No Bid
METHYLMERCURY					
aqueous		0			No Bid

1. Aqueous samples may include drinking water, groundwater, domestic and commercial wastewater, and liquid-phase commercial, industrial, or consumer products. Solid samples may include sludge, septage and solid-phase commercial, industrial, or consumer products.

2. If the contractor typically uses an equivalent or comparable method to that listed, then the contractor should cross out the method listed and provide the name of the comparable method in the 'Comments' column. When the method is unspecified (e.g. blank field or "custom list"), the contractor should indicate in the 'Comments' column which method(s) they intend to use. For all methods for which a contractor provides a bid, the contractor must provide a full list of parameters and corresponding standard reporting limits (per matrix) as a component of the submission package.

3. See Tables 2-6 for custom lists of analytes for each group.

4. Quantity is estimated based on projected site sampling needs, June 2024 through May 2027. Quantities will not be submitted all at the same time; they will be spread over multiple sampling events and sites.

5. Use the 'Comments' column to indicate 'no bid' or to specify alternate methods as needed.

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Table 2. Per- and Polyfluoroalkyl Subtances (PFAS) Analytes

PFAS Name	Abbreviation	CAS No.
PERFLUOROALKYL CARBOXYLIC ACIDS (PFCAs)		
perfluoropropionic acid	PFPrA	422-64-0
perfluorobutanoic acid	PFBA	375-22-4
perfluoropentanoic acid	PFPeA	2706-90-3
perfluorohexanoic acid	PFHxA	307-24-4
perfluoroheptanoic acid	PFHpA	375-85-9
perfluorooctanoic acid	PFOA	335-67-1
perfluorononanoic acid	PFNA	375-95-1
perfluorodecanoic acid	PFDA	335-76-2
perfluoroundecanoic acid	PFUnA	2058-94-8
perfluorododecanoic acid	PFDoA	307-55-1
perfluorotridecanoic acid	PFTrA	72629-94-8
perfluorotetradecanoic acid	PFTeA	376-06-7
perfluorohexadecanoic acid	PFHxDA	67905-19-5
perfluorooctadecanoic acid	PFODA	16517-11-6
PERFLUOROALKYL SULFONIC ACIDS (PFSAs)		
perfluoropropanesulfonic acid	PFPrS	423-41-6
perfluorobutane sulfonic acid	PFBS	375-73-5
perfluoropentane sulfonic acid	PFPeS	2706-91-4
perfluorohexane sulfonic acid	PFHxS	355-46-4
perfluoroheptane sulfonic acid	PFHpS	375-92-8
perfluorooctane sulfonic acid	PFOS	1763-23-1
perfluorononanesulfonic acid	PFNS	68259-12-1
perfluorodecane sulfonic acid	PFDS	335-77-3
perfluorododecane sulfonic acid	PFDoDS	79780-39-5
FLUOROTELOMERS		
4:2 fluorotelomer sulfonic acid	4:2 FTSA	757124-72-4
6:2 fluorotelomer sulfonic acid	6:2 FTSA	27619-97-2
8:2 fluorotelomer sulfonic acid	8:2 FTSA	39108-34-4
10:2 fluorotelomer sulfonic acid	10:2 FTSA	120226-60-0
3:3 fluorotelomer carboxylic acid (2H, 2H, 3H, 3H-perfluorodecanoic acid)	3:3 FTCA	356-02-5
5:3 fluorotelomer carboxylic acid (2H, 2H, 3H, 3H-perfluorooctanoic acid)	5:3 FTCA	914637-49-3
2H,2H-Perfluorooctanoic acid	6:2 FTCA	53826-12-3
7:3 fluorotelomer carboxylic acid (2H, 2H, 3H, 3H-perfluorodecanoic acid)	7:3 FTCA	812-70-4
2H,2H-Perfluorodecanoic acid	8:2 FTCA	27854-31-5
2-perfluorodecyl ethanoic acid	10:2 FTCA	53826-13-4
2H-Perfluoro-2-octanoic acid	6:2 FTUCA	70887-88-6
2H-Perfluoro-2-decenoic acid	8:2 FTUCA	70887-84-2
2H-Perfluoro-2-dodecenoic acid	10:2 FTUCA	70887-94-4
1H,1H,2H,2H-Perfluorohexan-1-ol	4:2 FTOH	2043-47-2
1H,1H,2H,2H-Perfluoro-1-octanol	6:2 FTOH	647-42-7
1-pefluoroheptyl ethanol (7:2 secondary)	7:2 FTOH	24015-83-6
1,1,2,2-Tetrahydroperfluoro-1-decanol	8:2 FTOH	678-39-7
2-(Perfluorodecyl)ethanol	10:2 FTOH	865-86-1
PERFLUOROALKANE SULFONAMIDES (FASAs)		
perfluorooctanesulfonamide	FOSA	754-91-6
n-ethyl perfluorooctane sulfonamide	NEtFOSA	4151-50-2
n-methyl perfluorooctane sulfonamide	NMeFOSA	31506-32-8
PERFLUOROALKANE SULFONYL SUBSTANCES		
n-ethyl perfluorooctanesulfonamido ethanol	NEtFOSE	1691-99-2
n-methyl perfluorooctanesulfonamido ethanol	NMeFOSE	24448-09-7
n-ethyl perfluorooctanesulfonamido acetic acid	NEtFOSAA	2991-50-6
n-methyl perfluorooctanesulfonamido acetic acid	NMeFOSAA	2355-31-9
ADDITIONAL SUBSTANCES		
2,3,3,3-tetrafluoro-2-(heptafluoropropoxy)propanoic acid	HFPO-DA (GenX acid)	13252-13-6
4,8-dioxa-3h-perfluorononanoic acid	DONA (ADONA acid)	919005-14-4

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Table 2. Per- and Polyfluoroalkyl Subtances (PFAS) Analytes (continued)

PFAS Name	Abbreviation	CAS No.
perfluoro-4-methoxybutanoic acid	PFMBA	863090-89-5
nonafluoro-3,6-dioxaheptanoic acid	NFDHA	151772-58-6
perfluoro-3-methoxypropanoic acid	PFMPA	377-73-1
perfluoro-4-isopropoxybutanoic acid	PFECA G	801212-59-9
perfluoro-2-methoxyacetic acid	PFMOAA	674-13-5
perfluoro-2-(perfluoromethoxy)propanoic acid	PMPA	13140-29-9
2,3,3,3-Tetrafluoro-2-(pentafluoroethoxy)propanoic acid	PEPA	267239-61-2
perfluoro-3,5-dioxahexanoic acid	PFO2HxA	39492-88-1
perfluoro-3,5,7-trioxaoctanoic acid	PFO3OA	39492-89-2
perfluoro-3,5,7,9-butaoxadecanoic acid	PFO4DA	39492-90-5
perfluoro-3,5,7,9,11-pentaoxadodecanoic acid	PFO5DoDA/TAF	39492-91-6
perfluoro-3-[[1-(ethenyloxy)propan-2-yl]oxy]propanoic acid	EVE Acid	69087-46-3
4-(2-Carboxy-1,1,2,2-tetrafluoroethoxy)-perfluoropentanoic acid	R-EVE	2416366-22-6
2,2,3,3-Tetrafluoro-3-[[1,1,1,2,3,3-hexafluoro-3-(1,2,2,2-tetrafluoroethoxy)propan-2-yl]oxy]propanoic acid	Hydro-EVE Acid	773804-62-9
3-Methoxytetrafluoropropionic acid	MTP	93449-21-9
9-chlorohexadecafluoro-3-oxanone-1-sulfonic acid	9Cl-PF3ONS (F53B Minor)	756426-58-1
11-chloroeicosafluoro-3-oxaundecane-1-sulfonic acid	11Cl-PF3OUdS (F53B Major)	763051-92-9
perfluoro(2-ethoxyethane)sulfonic acid	PFEESA	113507-82-7
perfluoroethoxysulfonic acid	NVHOS	801209-99-4
perfluoro-3,6-dioxa-4-methyl-7-octene-1-sulfonic acid	PS Acid	29311-67-9
7H-Perfluoro-4-methyl-3,6-dioxaoctanesulfonic acid	Hydro-PS Acid	749836-20-2
perfluoro-4-(2-sulfoethoxy)pentanoic acid (aka Nafion Byproduct 4)	R-PSDA	2416366-18-0
2-fluoro-2-[1,1,2,3,3,3-hexafluoro-2-(1,1,2,2-tetrafluoro-2-sulfoethoxy)propoxy]-acetic acid	Hydrolyzed PSDA	2416366-19-1
1,1,2,2-tetrafluoro-2-[1,2,2,3,3-pentafluoro-1-(trifluoromethyl)propoxy] ethanesulfonic acid	R-PSDCA	2416366-21-5
perfluoro-4-ethylcyclohexanesulfonic acid	PFECHS	133201-07-7

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Table 3. Volatile Organic Compounds (VOC) Analytes

Name	CAS No.
Methyl-t-butyl ether (MTBE)	1634-04-4
1,1,1,2-Tetrachloroethane	630-20-6
1,1,2,2-tetrachloroethane	79-34-5
1,1-Dichloroethane	75-34-3
1,1-dichloropropene	563-58-6
1,2,3-Trichloropropane	96-18-4
1,2,4-trimethylbenzene	95-63-6
1,3-dichloropropane	142-28-9
1,3-dichloropropene	542-75-6
2,2-dichloropropane	594-20-7
Bromobenzene	108-86-1
Chloromethane (Methyl chloride)	74-87-3
Hexachlorobutadiene	87-68-3
Naphthalene	91-20-3
n-Propylbenzene	103-65-1
Halon 1011 (bromochloromethane)	74-97-5
Methyl bromide	74-83-9
p-isopropyltoluene (p-cymene)	99-87-6
sec-Butylbenzene	135-98-8
1,3-Butadiene	106-99-0
HCFC-22	75-45-6
2-Propen-1-ol	107-18-6
1-Butanol	71-36-3
2-Methoxyethanol	109-86-4
Acrolein	107-02-8
Ethylene oxide	75-21-8
Methanol	67-56-1
Benzyl chloride	100-44-7
Acetaldehyde	75-07-0
Formaldehyde	50-00-0
Acetamide	60-35-5
Cumene hydroperoxide	80-15-9
Ethylene glycol	107-21-1
HCFC-22	75-45-6
Hexane	110-54-3
Hydrazine	302-01-2
N-Methyl-2-pyrrolidone	872-50-4
Triethylamine	121-44-8

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Table 4. Semi-Volatile Organic Compounds (SVOC) Analytes

Name	CAS No.
Chlorpyrifos	2921-88-2
Triazines & degradation products of triazines (including cyanazine & atrazine desethyl)	21725-46-2, 6190-65-4, etc.
Aldrin	309-00-2
Disulfoton	298-04-4
EPTC (s-ethyl-dipropylthiocarbamate)	759-94-4
Ethoprop	13194-48-4
2,4-dinitrotoluene	121-14-2
2,6-dinitrotoluene	606-20-2
DDE	72-55-9
Dieldrin	60-57-1
Fenamiphos	22224-92-6
Diazinon	333-41-5
Propazine	139-40-2
Norflurazon	27314-13-2
Dimethipin	55290-64-7
Tebuconazole	107534-96-3
Phorate	298-02-2
Metribuzin	21087-64-9
alpha-Hexachlorocyclohexane	319-84-6
Molinate	2212-67-1
Metolachlor	51218-45-2
Oxyfluorfen	42874-03-3
Prometon	1610-18-0
Propachlor	1918-16-7
Terbacil	5902-51-2
Tribufos	78-48-8
Acetochlor	34256-82-1
Profenofos	41198-08-7
Vinclozolin	50471-44-8
Malathion	121-75-5
Dimethoate	60-51-5
Chlordecone (Kepone)	143-50-0
Terbufos sulfone	56070-16-7
Quinoline	91-22-5
o-Toluidine	95-53-4
Butylated hydroxyanisole	25013-16-5
Acetochlor oxanilic acid (OA)*	184992-44-4
Alachlor ESA & other acetanilide pesticide degradation products	187022-11-3
Alachlor ethanesulfonic acid (ESA)	142363-53-9
Alachlor oxanilic acid (OA)	171262-17-2
Metolachlor ethanesulfonic acid (ESA)	171118-09-5
Metolachlor oxanilic acid (OA)	152019-73-3
6-Chloro-1,3,5-triazine-2,4-diamine	3397-62-4
Desisopropyl atrazine	1007-28-9
Methamidophos	10265-92-6
Dicrotophos	141-66-2
Acephate	30560-19-1
Oxydemeton-methyl	301-12-2
3-Hydroxycarbofuran	16655-82-6
Methomyl	16752-77-5
Bensulide	741-58-2
Tebufenozide	112410-23-8
Captan	133-06-2
Phosmet	732-11-6
Fonofos	944-22-9
Permethrin	52645-53-1
Carbaryl	63-25-2
Bromoxynil	1689-84-5
Diuron	330-54-1

Contractor Initials BDT
Date 4/16/14

Table 4. Semi-Volatile Organic Compounds (SVOC) Analytes (continued)

Name	CAS No.
Ethalfluralin	55283-68-6
Propargite	2312-35-8
Tri-allate	2303-17-5
1,3-Dinitrobenzene	99-65-0
Nitrobenzene	98-95-3
1,2-diphenylhydrazine	122-66-7
2,4,6-trichlorophenol	88-06-2
2,4-dichlorophenol	120-83-2
2,4-dinitrophenol	51-28-5
2-methyl-Phenol (o-cresol)	95-48-7
Aniline	62-53-3
Mestranol	72-33-3
N-nitrosodiethylamine (NDEA)	55-18-5
N-nitrosodimethylamine (NDMA)	62-75-9
N-nitroso-di-n-propylamine (NDPA)	621-64-7
N-Nitrosodiphenylamine	86-30-6
N-nitrosopyrrolidine (NPYR)	930-55-2
Terbufos	13071-79-9
Urethane	51-79-6
Propoxur	114-26-1
Thiodicarb	59669-26-0
Linuron	330-55-2
Nitroglycerin	55-63-0
RDX	121-82-4
2-Hydroxyatrazine	2163-68-0
4,4'-Methylenedianiline	101-77-9
Anthraquinone	84-65-1
Carbendazim (MBC)	10605-21-7
Clethodim	110429-62-4
DCPA di-acid degradate	2136-79-0
DCPA mono-acid degradate	887-54-7
Ethylene thiourea	96-45-7
Fipronil	120068-37-3
Flufenacet	142459-58-3
Fluometuron	2164-17-2
Iprodione	36734-19-7
Nonylphenol2	25154-52-3
Oxirane, methyl-	75-56-9
Phostebupirim	96182-53-5
Propanil	709-98-8
Thiamethoxam	153719-23-4
Thiophanate-methyl	23564-05-8
Toluene diisocyanate	26471-62-5
Tributyl phosphate	126-73-8
Triphenyltin hydroxide (TPTH)	76-87-9
Ziram	137-30-4

BDT

Date 4/16/24

Table 5. Pharmaceuticals and Personal Care Products (PPCP) Analytes

Name	CAS No.
Equilin	474-86-2
Estradiol (17-beta estradiol)	50-28-2
Estriol	50-27-1
Estrone	53-16-7
Ethinyl Estradiol (17-alpha ethynyl estradiol)	57-63-6
Erythromycin	114-07-8
17alpha-estradiol	57-91-0
Bisphenol A	80-05-7
Equilenin	517-09-9
Norethindrone (19-Norethisterone)	68-22-4
Desvenlafaxine	93413-62-8
Fluconazole	86386-73-4
Tris(2-chloroethyl) phosphate (TCEP)	115-96-8

Contractor Initials BDT
Date 4/16/24

Table 6. Metal Analytes

Name	Abbreviation	CAS No.
Aluminum	Al	7429-90-5
Cobalt	Co	7440-48-4
Manganese	Mn	7439-96-5
Vanadium	V	7440-62-2
Molybdenum	Mo	7439-98-7
Sodium	Na	7440-23-5
Boron	B	7440-42-8
Lithium	Li	7439-93-2
Strontium	Sr	7440-24-6
Germanium	Ge	7440-56-4
Tellurium	Te	13494-80-9
Tungsten	W	7440-33-7

Contractor Initials BDT
Date 4/16/24

EXHIBIT C
PAYMENT TERMS

Changes to the Scope of Services require NHDES approval in advance. Payments will be made based on submitted invoices. Work must be completed by the completion date listed on the agreement (section 1.7).

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

1. The STATE agrees to pay Enthalpy Analytical, LLC the price per analysis as specified in EXHIBIT B.

2. The STATE agrees to accept and pay invoices as submitted by Enthalpy Analytical, LLC no later than 30 days *i.* after completion of services, or *ii.* after an invoice has been received by NHDES, whichever is later, in accordance with the conditions and specifications in EXHIBIT B.

3. Invoices shall be sent to:

Jennifer Harfmann, Ph.D.
Drinking Water and Groundwater Bureau
New Hampshire Department of Environmental Services
Jennifer.L.Harfmann@des.nh.gov

4. The total amount of all payments made to the Contractor by the STATE shall not exceed $200,000. Funding for payments will be provided through account 03-44-44-442010-6361-102-0731.

The contract may be extended for two (2) additional one-year extensions thereafter under the same terms, conditions, and pricing structure upon the mutual agreement between the successful contractor and the State with the approval of the Commissioner of the Department of Environmental Services. The maximum term of the contract (including extensions) shall not exceed five (5) years.

Contractor Initials BDT
Date 4/16/14

Corporate Resolution

I, Nasym Afsari, hereby certify that I am duly elected Secretary of Montrose Environmental Group, Inc., the ultimate sole member of Enthalpy Analytical, LLC. I hereby certify that the attached delegation of authority matrix was adopted by a vote taken at a meeting of the Board of Directors, duly called and held on December 13, 2023, at which a quorum of the Directors were present and voting and that Bryan Tyler, as Senior Vice President, is duly authorized under said delegation of authority matrix to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: **April 16, 2024** **ATTEST:** _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On April 16th, 2024 before me, Karelia Parker
(insert name and title of the officer)

personally appeared Nasym Afsari,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

KARELIA PARKER
Notary Public - California
Orange County
Commission # 2348853
My Comm. Expires Feb 24, 2025

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 ENTHALPY ANALYTICAL, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on May 31, 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: **820734**

Certificate Number: **0006671563**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of April A.D. 2024.

David M. Scanlan

Secretary of State

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/17/2024

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
HUB International Mid-South
3011 Armory Drive
Suite 250
Nashville TN 37204

CONTACT NAME: Noah Sapach
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: MSO.MEG@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Crum & Forster Specialty Insurance Company	44520
INSURER B : Hartford Fire Insurance Company	19682
INSURER C : Trumbull Insurance Company	27120
INSURER D : Hartford Underwriters Insurance Company	30104
INSURER E : Aspen Specialty Insurance	10717
INSURER F :	

INSURED MONTENV-02
Montrose Environmental Group, Inc
See Attached Named Insured List
5120 Northshore Drive
Little Rock AR 72118

COVERAGES CERTIFICATE NUMBER: 484424526 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	Y	Y	EPK146064	12/31/2023	12/31/2024	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
	X GL/PROF/POLL						MED EXP (Any one person)	$ 25,000
	X LIAB $50K DED						PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:						PROF & POLL LIAB	$ 5,000,000
B	AUTOMOBILE LIABILITY	Y	Y	20CSES78601	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR	Y	Y	EFX124211	12/31/2023	12/31/2024	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	20WNS78600 20WBRS78602	12/31/2023 12/31/2023	12/31/2024 12/31/2024	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory In NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Excess Liability $10M X $6M			EX00KDL23	12/31/2023	12/31/2024	PER OCC & AGG	10,000,000

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

PLEASE NOTE: If project specific information is required, it can be found at the end of page 2.

The General Liability, Auto Liability and Excess Liability will include any person or organization who the Named Insured is required by written contract as additional insured as per the attached endorsements.

The above referenced policies will include a blanket Waiver of Subrogation in favor of any person or organization who the Named Insured is required by written contract and applies as per the attached endorsements.

See Attached...

CERTIFICATE HOLDER

State of New Hampshire
Department of Environmental Services
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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AGENCY CUSTOMER ID: MONTENV-02

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
HUB International Mid-South	Montrose Environmental Group, Inc **See Attached Named Insured List** 5120 Northshore Drive Little Rock AR 72118
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Primary and non-contributory wording applies when required by written contract per the attached endorsements.

Should the policies be cancelled before the expiration date, Hub International Insurance Services Inc. (Hub), independent of any rights which may be afforded within the policies to the certificate holder will provide to such certificate holder notice of such cancellation within thirty (30) days of the cancellation date, except in the event the cancellation is due to non-payment of premium, in which case Hub will provide to such certificate holder notice of such cancellation within ten (10) days of the cancellation date.

Crum and Forster Excess Liability Policy #EFX124211 provides $1,000,000 over Underlying General Liability, Pollution, Professional and $5,000,000 over the Auto Liability and Employers' Liability. Aspen Specialty Excess Liability Policy #EX00KDL23 provides $10,000,000 excess of $6,000,000. All excess layers are following form.

Crum and Forster GL/Professional/Pollution Policy #EPK14604 includes third party pollution and onsite cleanup as notated above.

Crum and Forster GL/Professional/Pollution Policy #EPK14604 includes Professional Liability with a limit of $5,000,000 and Pollution Liability with a limit of $5,000,000 as notated above. General Liability, Professional Liability, and Pollution Liability have a deductible of $50,000, unless otherwise notated.

Subject to the term, conditions, exclusions, and definitions of the above referenced policies, as issued by the carrier(s).

Workers' Compensation Policy # 20 WNS 78600
Issuing Company: Trumbull Insurance Company
States Covered (Item 3A): AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, WV

Workers' Compensation Policy # 20 WBR S78602
Issuing Company: Hartford Underwriter's Insurance Company
States Covered (Item 3A): MA, WI

Monopolistic states (WA, WY, and OH) are included with Stop Gap Liability coverage only.

–

RE: P-37 Contract Agreement

The General Liability, Auto Liability and Excess Liability will include State of New Hampshire and any person or organization who the Named Insured is required by written contract as additional insured as per the attached endorsements.

The above referenced policies will include a blanket Waiver of Subrogation in favor of State of New Hampshire and any person or organization who the Named Insured is required by written contract and applies as per the attached endorsements.

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Attachment A
EC-SDC Lab Services Contract Proposal Summary

Firms Responding to Request for Proposals

Applicant	Award Amount	Notes
SGS North America Inc.	$ 700,000	Approved
Enthalpy Analytical, LLC.	$ 200,000	Approved

Review Team Members

Name	Title	Bureau	Years of Service
Jennifer Harfmann	PFAS Discharge Specialist	Drinking Water and Groundwater Bureau	2
Stephen Roy	Hydrology and Conservation Section Manager	Drinking Water and Groundwater Bureau	19
Andrew Koff	Technical Groundwater Permitting Manager	Drinking Water and Groundwater Bureau	7