The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

92

January 10, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services Atmospheric Science & Analysis Bureau to enter into a **SOLE SOURCE** agreement with QA Group LLC, DBA Quantum Analytics, The Woodlands, TX (Vendor Code # 176196-R001), in the amount of $81,862 for a thermal desorption instrumentation support maintenance contract, effective as of April 19, 2025 through April 18, 2030, upon Governor and Council approval. 100% Federal Funds

Funding is available in the following account with the authority to adjust encumbrances in each of the State fiscal years through the Budget office, if needed and justified. Funding for FY26-29 is contingent upon continuing appropriation and availability of funds.

03-44-44-443010-9000-102-500225
Dept. Environmental Services, Section 105 PPG-Air, Contracts for Program Services

FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
$14,814	$15,556	$16,334	$17,150	$18,008

EXPLANATION

The Unity-XR, CIA, and Kori-XR Markes thermal desorption units were purchased through Quantum Analytics as the low bidder in 2018 and 2022 for use at the state's two Photochemical Assessment Monitoring Program (PAMS) stations. We are requesting approval of this **SOLE SOURCE** contract as a continuation of the service which has been in place since the instruments' purchase date. Coverage is necessary to provide uninterrupted data flow to the Markes thermal desorption units at DES' Air Monitoring stations in Londonderry and atop Miller State Park in Peterborough. EPA specifications allowed states to consider only two suppliers of this equipment, the Markes units were chosen due to their demonstrated positive reputation, reliability, precision and innovation in the market.

The contract will extend service already in place by Quantum Analytics as the original contract supplier originally obtained as a **SOLE SOURCE** Agreement since their purchase dates. Quantum Analytics has proven over the course of the past seven years to provide exceptional service and support to ensure the instruments run smoothly, and at a price less than going through the manufacturer. In addition, Quantum Analytics is the only known US based company that is authorized to service these instruments, whereas the manufacturer is based in the UK and may not provide timely service requests which is imperative to the program. For these reasons, we are requesting the contract as a Sole Source Agreement.

The PAMS Program is required by EPA to report hourly Volatile Organic Compounds (VOC's) during the PAMS season. Data is collected and reported at the air monitoring stations in Londonderry and Peterborough NH on an

hourly basis from June 1st through August 31st each year and is required to meet 75% data capture criteria. To meet the data completeness criteria, it is crucial to ensure the instrumentation is working properly to collect and analyze hourly ambient air data. Instrument downtime can quickly lead to lost hours of data collection effecting data capture criteria; this maintenance agreement will ensure timely repair and cover costs for any replacement parts, service, and travel. Based on the experience with Quantum Analytics and other instrument manufacturers in the past, we have determined that the proposed fee is fair and reasonable for the scope of work included. The proposed fee for the work is $81,862, as detailed in the attached cost breakdown.

In the event that Federal funds become no longer available, General funds will not be requested to support this program.

We respectfully request your approval.

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 New Hampshire Department of Environmental Services		1.2 State Agency Address 29 Hazen Dr. Concord, NH 03302	
1.3 Contractor Name QA Group, LLC DBA Quantum Analytics		1.4 Contractor Address 8301 New Trails Drive Suite 100 The Woodlands, TX 77381	
1.5 Contractor Phone Number 800-458-9641	1.6 Account Unit and Class 03-44-44-443010-90000000-102-500225	1.7 Completion Date 4/18/2030	1.8 Price Limitation $81,862
1.9 Contracting Officer for State Agency Lara Hrobak		1.10 State Agency Telephone Number 603-271-0889	
1.11 Contractor Signature Kris J Dietrich Date: 10/25/2024		1.12 Name and Title of Contractor Signatory KRIS J DIETRICH VICE PRESIDENT - SERVICE	
1.13 State Agency Signature Adam Crepeau Date: 12/26/24		1.14 Name and Title of State Agency Signatory Adam Crepeau Assistant Commissioner, NHDES	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Melissa Fales On: 1/16/25			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials KSD
Date 10/25/2024

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 SJD
Date 10/25/2024

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 KSD

Date 10/25/2024

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 KJD

Date 10/25/2024

EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions for this contract.

Contractor Initials KJD

Date 26 DEC 2024

EXHIBIT B
SCOPE OF SERVICES

QA Group, LLC DBA Quantum Analytics (herein referred to as the "contractor") hereby agrees to provide the State of New Hampshire (herein referred to as the "State"), Department of Environmental Services, with lab equipment and repair services in accordance with the quote submission in response to State Request for Quote and as described herein.

1. Maintenance and repair services for the following additional instruments.
    a. Unity-XR SN:GB00U33815
    b. Unity-XR SN: GB00U32888-18/1
    c. Kori-XR SN:GB00W10411
    d. Kori-XR SN:GB00W10131-18/2
    e. CIA Advantage SN:H50235
    f. CIA-Advantage SN:GB00H40153-18/02

2. Onsite coverage includes up to 4 site repair visits, unlimited parts, labor and phone support.

3. This contract amendment shall commence on April 19, 2025 or the date approved by the Governor and Council, whichever is later, and terminates on April 18, 2030, a period of approximately five years.

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

Contractor Initials KJD

Date 26 DEC 2024

EXHIBIT C
PAYMENT TERMS

The Contractor hereby agrees to provide additional lab equipment service and repair in complete compliance with the terms and conditions specified in Exhibit A for an additional amount up to and not exceed a price of $81,862.00.

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

Pricing Structure:

	Contract amount
4/19/25-4/18/26	$14,814
4/19/26-4/18/27	$15,556
4/19/27-4/18/28	$16,334
4/19/28-4/18/29	$17,150
4/19/29-4/18/30	$18,008
5-year Total	$81,862

Contractor Initials KJD

Date 26 DEC 2024

EXHIBIT D
QUOTE Q-00019267

Quote Q-00019267 is incorporated here within.

Contractor Initials KJD

Date 26 DEC 2024

CERTIFICATE OF AUTHORITY

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

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

I certify that Kris Dietrich is, was and has been authorized to bind the LLC since July 2021.

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

Signed: _____

Date: 1/15/2025

State of Texas, County of Montgomery.

On this the 15th day of January 2025, before me Ariadna Bermudez, the undersigned officer, personally appeared Daniel Brown, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

ARIADNA BERMUDEZ
Notary Public, State of Texas
Comm. Expires 01-03-2028
Notary ID 134698059

_____

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that QA GROUP, LLC is a Delaware Limited Liability Company registered to do business in New Hampshire as QUANTUM ANALYTICS on March 06, 2014. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **705182**

Certificate Number: **0006797293**

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 October A.D. 2024.

David M. Scanlan
Secretary of State

Client#: 1265227 QAGRO1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/26/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Southwest
9811 Katy Freeway, Suite 500
Houston, TX 77024
713 490-4600

CONTACT NAME: McKinley Thiede
PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700
E-MAIL ADDRESS: mckinley.thiede@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
QA Group, LLC DBA Quantum Analytics
8301 New Trails Dr.
Ste #100
The Woodlands, TX 77381

COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			36033610	07/01/2024	07/01/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$EXCLUDED
	OTHER:							$
A	AUTOMOBILE LIABILITY			73594553	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	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	X UMBRELLA LIAB X OCCUR			79895922	07/01/2024	07/01/2025	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			71754956	07/01/2024	07/01/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Products/Complete Operations Liab.			99495513	07/01/2024	07/01/2025	$7,000,000 Ea. Occ. $7,000,000 P/C Ops Agg. $10,000 BI/PD Ded.	

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

The Certificate Holder is included as an Additional Insured under the blanket Additional Insured endorsements on the General Liability, Auto Liability, and Products/Completed Operations Liability policies on a Primary and Non-Contributory basis, where required by written contract.

A Waiver of Subrogation in favor of the Certificate Holder is provided by the blanket Waiver of Subrogation (See Attached Descriptions)

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

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

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

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

Subject to policy terms and conditions.

Quantum Analytics

Quotation

Quote Number: Q-00019267

Quote Date: June 7, 2024

Customer Information		Quantum Contact	
Customer Address	State of New Hampshire Department of Environmental SVCS Air Resources 29 Hazen Drive Concord, NH 03301	**Address**	Quantum Analytics 8301 New Trails Drive Suite 100 The Woodlands, TX 77381
Contact Name	Lara Hrobak	**Contact Name**	Quantum Support Group
Phone	(603) 271-0889	**Phone**	800 458 9641
Email	lara.hrobak@des.nh.gov	**Email**	support@lqa.com
		Website	www.LQA.com

To place an order, please submit a signed copy of this quotation along with your purchase order via email to:

Email: KDIETRICH@LQA.COM

Quotation accepted by:

Signature

Name

Date

Purchase Order Number

If shipping address is different, please list below

Company Name

Delivery Contact

Shipping Street

Shipping City

Shipping State

Shipping 9 Digit Zip Code

Quantum Analytics

Quotation

Quote Number: Q-00019267

Quote Date: June 7, 2024

Plan: Purchase

This section contains items being purchased (one-time charges)

Line	Manufacturer	Item	Description	Unit Price	QTY	Total Sale Price
1	Quantum Analytics	MK-UNTSC-2	MarkesTD system one year service agreement, includes 2 modules 4/19/2025 - 4/18/2026	$7,407.00	2	$14,814.00
2	Quantum Analytics	MK-UNTSC-2	MarkesTD system one year service agreement, includes 2 modules 4/19/2026 - 4/18/2027	$7,778.00	2	$15,556.00
3	Quantum Analytics	MK-UNTSC-2	MarkesTD system one year service agreement, includes 2 modules 4/19/2027 - 4/18/2028	$8,167.00	2	$16,334.00
4	Quantum Analytics	MK-UNTSC-2	MarkesTD system one year service agreement, includes 2 modules 4/19/2028 - 4/18/2029	$8,575.00	2	$17,150.00
5	Quantum Analytics	MK-UNTSC-2	MarkesTD system one year service agreement, includes 2 modules 4/19/2029 - 4/18/2030	$9,004.00	2	$18,008.00
			Subtotal:	$40,931.00		**$81,862.00**

Quotation generated per the request of State of New Hampshire, Lara Hrobak for a Markes 5 Year Service Contract:

Affected serial numbers:
Londonderry:
Unity-xr/CIA - GB00U32888/H40153
Kori-xr - GB00W10131

Miller:
Unity-xr/CIA - GB00U33815/H50235
Kori-xr - GB00W10411

Recommended period of performance:
4/19/2025 - 4/18/2026
4/19/2026 - 4/18/2027
4/19/2027 - 4/18/2028
4/19/2028 - 4/18/2029
4/19/2029 - 4/18/2030

The Markes Service Contract quoted includes:

- Up to 4 onsite repair visits
- Unlimited service parts, labor, and phone support

If the onsite extended service agreement is declined, the per incident charges are $340 per hour for onsite labor and the cost of parts are billed at replacement value. There is a flat rate travel charge of $2,100 for any onsite repair with a minimum labor charge of 4 hours.

This contract shall not apply where goods have been subject to misuse or neglect, such as, but not limited to: lack of maintenance, power surges, operation outside of specification, misuse in any other way than the intended purpose, or where goods have been attempted to be repaired or altered by others than Quantum Analytics.

A valid form of payment is required (Hard Copy of PO or Credit Card).

Terms and Conditions

- All standard Quantum Analytics terms and conditions apply
- A valid form of payment is required (Electronic copy of PO or credit card). If your company is tax exempt a tax exempt certificate is required.
- Support prices quoted are valid for 90 days from quote
- Subject to credit approval
- Pricing is based on the initial physical address provided by the requestor
- Support contracts are non-refundable and non-transferable
- Duration of support contracts are a minimum of one year
- Equipment must be in working condition prior to commencement of any agreement
- Additional travel charges may apply if the equipment is relocated
- A site visit and/or repairs may be required for any lapsed coverage. Additional charges will apply.
- This is not an invoice; invoiced amounts will be subject to all applicable taxes
- Payment is due within Net 30 days; past due accounts will be assessed a 2% per month late charge

Quantum Certified

- Certified pre-owned Agilent instruments
- Amazing deals on systems and accessories
- Quick delivery, installation/warranty, and financing available

https://store.lqa.com