



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**

**Robert R. Scott, Commissioner**

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May 12, 2025

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into a contract with Pace Analytical Services, LLC, Roseville, MN (VC# 459474-B001), in the amount of \$826,500, to provide sampling containers and laboratory analytical services for NHDES programs, with the ability to extend the contract for two one year terms, effective as of July 1, 2025 through June 30, 2027, upon Governor & Council approval. Funding is 59% Federal, 26% General Fund, and 15% Other.

Funding is available in the accounts listed below with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office, if needed and justified. Funding for FY26/27 are contingent upon continuing appropriations and availability of funds.

Dept. of Environmental Services Account No. 03-44-44	FY 2026	FY 2027	TOTAL
442010-1435-102-500731 Sludge Analysis Fund, Contract for Program Services	\$15,000	\$15,000	\$30,000
442010-5315-102-500731 Septage Management Fund, Contract for Program Services	\$40,000	\$40,000	\$80,000
441018-4788-102-500731 CWSRF Loan Management, Contract for Program Services	\$3,750	\$3,750	\$7,500
444010-5392-102-500731 Hazardous Waste Cleanup Fund, Contract for Program Services	\$3,000	\$3,000	\$6,000
444010-2589-102-500731 CERCLA Maintenance, Contract for Program Services	\$93,290	\$121,710	\$215,000
444010-2590-102-500731 CERCLA Program, Contract for Program Services	\$338,000	\$150,000	\$488,000
<b>TOTALS:</b>	<b>\$493,040</b>	<b>\$333,460</b>	<b>\$826,500</b>

**EXPLANATION**

This contract is to provide sampling containers and analytical services for many different manmade and naturally occurring contaminants to evaluate the presence of these contaminants in soil, water, septage, and sludge samples.

Sludge, septage, wastewater and soil samples will be collected from various sites, including but not limited to active wastewater treatment facilities, sludge quality certification permitted facilities, and permitted septage facilities and sites, and analyzed through the methods referenced in the Request for Proposals (RFP) to accurately report the level of constituents in the respective samples. The results of these analyses will help to satisfy sampling requirements set forth under RSA 485-a and help to evaluate conditions at other sites.

Soil, sediment, groundwater, drinking water, and surface water samples are collected at CERCLA sites to investigate source areas, assess the extent of contaminants, and evaluate attenuation trends during investigation, remediation, and long-term monitoring programs. The analyses for Industrial Pretreatment will allow the NHDES to comply with the *Agreement for the Treatment of Dummer Yard Leachate* entered into between the NHDES and the City of Berlin, NH on April 23, 2007.

NHDES issued a Request for Proposals on January 24, 2025 that included a requirement for submission of a qualifications package as well as analysis pricing. The RFP was posted on the Department of Administrative Services' Procurement and Support Services website and a link to the website posting was emailed out to three laboratories comprising the current contract laboratory, the previous contract laboratory, and a previous RFP respondent.

Three laboratories submitted proposal packages. The packages were reviewed by a committee consisting of three NHDES staff to determine completeness and each contractors' qualifications to provide the required services. The proposal packages were scored in accordance with the Award Criteria specified in the Request for Proposals. One laboratory was selected for contract award based on the scores and pricing, summarized in Attachment A. Pace Analytical Services holds the requisite accreditations and has demonstrated that it has the staffing and laboratory capabilities to perform the analyses in accordance with the specifications set forth by NHDES.

The contract has been approved by the Department of Justice as to form, substance, and execution.

We respectfully request your approval.

  
Robert R. Scott, Commissioner

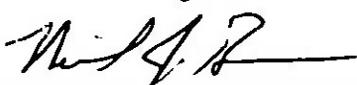
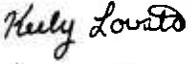
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address PO Box 95, 29 Hazen Drive Concord, NH 03302-0095	
1.3 Contractor Name Pace Analytical Services, LLC		1.4 Contractor Address 2665 Long Lake Road Roseville, MN 55113	
1.5 Contractor Phone Number 612-607-6400	1.6 Account Unit and Class -various-	1.7 Completion Date 6/30/2027	1.8 Price Limitation \$826,500
1.9 Contracting Officer for State Agency Michael Summerlin		1.10 State Agency Telephone Number 603-271-3649	
1.11 Contractor Signature  Date: 4/29/25		1.12 Name and Title of Contractor Signatory Michael J. Brown, Chief Commercial Officer	
1.13 State Agency Signature  Date: 5/13/25		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:  Keely Lovato, Attorney On: 5/16/25			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

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

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

**22. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

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

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

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

## EXHIBIT A

### SPECIAL PROVISIONS

1. **Volume of Work.** 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 of the Contractor. Therefore, the State does not guarantee that the Contractor will be requested to provide analytical services equivalent to the contract limitation.
2. **Extensions.** The contract may be extended for two (2) additional one-year extensions after its June 30, 2027, expiration under the same terms, conditions, and pricing structure upon the mutual agreement between Contractor and the State with the approval of the Governor and Council of the State of New Hampshire. The maximum term of the contract (including extensions) shall not exceed four (4) years.
3. **Documentation.** Contractor will submit a copy to NHDES and/or NHDES' consultant contractor of their Laboratory Quality Systems Manual, Quality Assurance/Quality Control Plans, and/or analytical Standard Operating Procedures for any analytical methods being utilized at any time during the contract period, as may be requested by NHDES.

## EXHIBIT B

### SCOPE OF SERVICES

The scope of services to be provided to NHDES through this contract shall include the following:

1. Contractor shall, at the request of NHDES, perform analytical services, as necessary, to:
  - identify and quantify toxic substances, hazardous constituents, or hazardous characteristics in aqueous, sediment, air, soil, solid waste, hazardous waste, wastewater, or leachate samples,
  - identify and quantify, per sludge management rule Env-Wq 800, regulated contaminants in biosolids, sludge, and septage samples,

as specified in Sections A and B of this Exhibit B, each of which and along with Exhibits A and C are all incorporated herein by reference as if fully set forth herein.

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, written report turnaround time, and entity(ies) to whom the results and invoice shall be provided.

3. In addition to Contractor's chain-of-custody form that shall be provided for use under this contract, Contractor shall accept chain-of-custody forms that are developed by NHDES or for NHDES by their consultant contractors.

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

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

6. Contractor shall provide materials such as sample containers, coolers, preservatives, sample container labels, chain-of-custody forms, field blanks, trip blanks, and air sampling media for collecting the samples. The containers shall be clean and conform to the EPA quality control requirements and procedures, including preservation in accordance with applicable methodology. When requesting sampling equipment, NHDES will specify the number of trip blanks and field blanks required (i.e., certain 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. Contractor shall provide as-needed consultation and technical support on sampling, including sample collection methods, containers, volumes, and preservation, and interpretation of laboratory reports at no additional cost to NHDES.

8. Contractor shall pick up samples using their courier at no additional cost to NHDES. Sample transport shall be in iced containers and follow all relevant EPA protocols for sample transport, including custody seals and chain-of-custody. For samples determined to be priority samples by NHDES, Contractor shall conduct pick-ups no later than 24 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 will be designated by NHDES or their consultant

contractor anywhere in New Hampshire, including the NHDES offices at 29 Hazen Drive in Concord, our consultant contractors' New Hampshire offices (e.g., Bedford, Concord, Manchester, Portsmouth), and Superfund Sites throughout New Hampshire. Sample pickups by Contractor's courier may be required up to three times per week for single-week or multi-week field sampling programs.

9. Within two business days following receipt of samples by Contractor and upon logging the samples into Contractor's laboratory information management system, Contractor shall provide a log-in summary via email to the applicable NHDES project manager and to the project manager of NHDES' consultant contractor that includes, at a minimum, the sample name, collection date & time, sample matrix, and analyses, as entered into the laboratory information management system.

10. Contractor shall provide the NHDES with a complete written report of its analyses as required under the scope of work to be performed. Analytical reports shall be formatted in accordance with The NELAC Institute (TNI) standards. Written laboratory reports shall be prepared by Contractor and sent electronically (i.e., via email) in Adobe PDF format along with appropriate electronic data deliverable(s) in Microsoft Excel format to NHDES (and NHDES' consultant contractor, as applicable) within five business days after completion of the sample analyses. The Microsoft Excel format shall, at a minimum, be compatible with the NHDES Environmental Monitoring Database (EMD) reporting template. The Excel template can be found on the NHDES website.

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.

- not more than 10 business days for all analyses, except
- not more than 15 business days for PFAS and 1,4-dioxane analyses, and
- not more than 20 business days for dioxin/furan analyses

12. Contractor shall perform expedited analyses on certain samples, as requested by NHDES. For 24-hour turnaround, verbal results are acceptable but shall be followed by emailed written reports within three business days of receipt of such samples. For 3-day turnaround, emailed written reports within three business days of receipt of such samples shall be provided.

13. 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 a longer time is specifically requested by NHDES, or shall return samples to NHDES under chain-of-custody, if requested. Contractor shall be responsible for the disposal of samples at no additional cost to the NHDES. Such disposal shall be conducted in accordance with all applicable federal and state regulations, including those 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 Contractor's home state.

14. Contractor shall perform all Quality Assurance/Quality Control (QA/QC) measures as required per the requested method and per TNI standards and shall include QA/QC documentation meeting EPA Level II data package requirements. Full documentation of QA/QC (i.e., EPA Level IV data package) shall not be required with the final written report unless specified by NHDES in advance of sample submission.

15. Contractor shall make available QA/QC data at the request of the NHDES. This information must be retrievable from Contractor's Laboratory Information Management System for a period not less than five years and be available at no additional cost to the NHDES for inspection at any time by the NHDES and the EPA. Contractor shall be subject to any Quality Assurance/Quality Control audits and inspections

deemed necessary by the NHDES. Contractor shall provide clarifications and details on analytical methods and reported data, as requested by the NHDES staff or program contact submitting the sample for analysis.

16. Contractor shall report results for all analytes listed in Sections A and B of this Exhibit B by the methodology listed and to the reporting limits specified therein.

17. SW-846 Test Method 1311 for toxicity characteristic leaching procedure (TCLP) analysis shall be completed by Contractor in accordance with all portions of the Method. Total percent solids shall be included in the report. Liquid or mixed phase samples with greater than 0.5% total solids must have the filter, in addition to any material left in the filter holder, extracted and analyzed.

18. 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 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 allows the lab to arrive at the reportable analytical result for the analysis requested.

19. Contractor will analyze PFAS samples by the following analytical methods / approaches:

- a. USEPA Method 533.
- b. USEPA Method 1633A, or 1633 until certification for 1633A is achieved.
- c. PFAS Custom List (Method 537M isotope dilution; 41 compounds).
- d. USEPA Method 1621.
- e. Total Oxidizable Precursor (TOP) Assay with pre- and post-oxidation samples analyzed using EPA Method 1633A.

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

Reported PFAS results shall be to 3 significant figures.

Reporting limits for PFOA, PFOS, PFNA, PFHxS, and PFBS in aqueous drinking water samples should not exceed 2 ng/L. Reporting limits for HFPO-DA (GenX) in aqueous drinking water samples should not exceed 20 ng/L. Reporting limits for PFOS, PFNA, and PFBS in solid samples should not exceed 0.5 µg/kg; for PFOA and PFHxS, the reporting limit should be less than 0.4 µg/kg; for HFPO-DA (GenX) reporting limit should be less than 5 µg/kg, the Reporting limits for the other PFAS should be as close to 0.5 µg/kg as possible.

20. Contractor shall list only the reporting limits, not method detection limits, in the written (i.e., PDF) report and report the estimated (i.e., "J-Flag") detection values for all analyzed compounds down to the lowest detection limit achievable by the equipment used to process the sample.

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 protocols due to laboratory error.

22. On occasion, the NHDES may require additional analyses for constituents or methods not listed in this Exhibit B. Upon request, 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 within 30 days after completion of services or after an invoice has been received at the NHDES' business office, whichever is later. Invoices shall correspond with the chain of custody sample delivery group and be mailed or e-mailed by the contractor to the individual within NHDES submitting the samples for analysis, or as otherwise designated on the chain-of-custody.

**SECTION A.**

Section A analyses pertain to wastewater, sludge, septage, leachate, and biosolids samples. Price is listed on a per-sample basis; all sample preparation costs, analyses required to report the result (e.g., percent solids for metals analyses, digestion for metals analysis), and repeat analytical runs are included in the per-sample price. All sampling materials costs and all transportation costs for sampling materials and samples are included in the per-sample price. If a subcontractor will be used for any of the services described in the Scope of Services, this has been indicated for the analysis, and the per-sample price is inclusive of any markup associated with subcontracted services.

**I. Volatile Organic Compounds**  
SW-846 Test Method 8260

Price per Sample: \$64.00

Compound	Reporting Limit (mg/kg)	Compound	Reporting Limit (mg/kg)
Dichlorodifluoromethane	2.0	1,1,2-Trichloroethane	2.0
Chloromethane	2.0	2-Hexanone	10.0
Vinyl chloride	2.0	1,3-Dichloropropane	2.0
Bromomethane	2.0	Tetrachloroethene	2.0
Chloroethane	2.0	Dibromochloromethane	2.0
Trichlorofluoromethane	2.0	1,2-Dibromoethane	2.0
Diethyl ether	2.0	Chlorobenzene	2.0
Acetone	10.0	1,1,1,2-Tetrachloroethane	2.0
1,1-Dichloroethene	2.0	Ethylbenzene	2.0
Methylene chloride	2.0	m&p-Xylene	2.0
Carbon disulfide	2.0		
Methyl-tert-butyl ether (MTBE)	2.0	o-Xylene	2.0
trans-1,2-Dichloroethene	2.0	Styrene	2.0
1,1-Dichloroethane	2.0	Bromoform	2.0
2-Butanone (MEK)	2.0	Isopropylbenzene	2.0
2,2-Dichloropropane	2.0	1,1,2,2-Tetrachloroethane	2.0
cis-1,2-Dichloroethene	2.0	1,2,3-Trichloropropane	2.0
Chloroform	2.0	n-Propylbenzene	2.0
Bromochloromethane	2.0	Bromobenzene	2.0
Tetrahydrofuran (THF)	10.0	1,3,5-Trimethylbenzene	2.0
1,1,1-Trichloroethane	2.0	2-Chlorotoluene	2.0
1,1-Dichloropropene	2.0	4-Chlorotoluene	2.0
Carbon tetrachloride	2.0	tert-Butylbenzene	2.0
1,2-Dichloroethane	2.0	1,2,4-Trimethylbenzene	2.0
Benzene	2.0	sec-Butylbenzene	2.0
Trichloroethene	2.0	p-Isopropyltoluene	2.0
1,2 Dichloropropane	2.0	1,3-Dichlorobenzene	2.0
Dichlorobromomethane	2.0	1,4-Dichlorobenzene	2.0
Dibromomethane	2.0	n-Butylbenzene	2.0
4-Methyl-2-pentanone (MIBK)	10.0	1,2-Dichlorobenzene	2.0
cis-1,3-Dichloropropene	2.0	1,2-Dibromo-3-chloropropane	2.0
Toluene	2.0	1,2,4-Trichlorobenzene	2.0
trans-1,3-Dichloropropene	2.0	Hexachlorobutadiene	2.0
		Naphthalene	2.0
		1,2,3-Trichlorobenzene	2.0

**II. Semi-Volatile Organic Compounds**  
SW-846 Test Method 8270

Price per Sample: \$149.00

Compound	Reporting Limit (mg/kg)	Compound	Reporting Limit (mg/kg)
1,2-Diphenylhydrazine	2.5	Benzo (b) fluoranthene	2.5
(as Azobenzene)	2.5	Benzo (g,h,i) perylene	2.5
2,4,5-Trichlorophenol	2.5	Benzo (k) fluoranthene	2.5
2,4,6-Trichlorophenol	2.5	Bis (2-chloroethoxy) methane	5.0
2,4-Dichlorophenol	2.5	Bis (2-chloroethyl) ether	2.5
2,4-Dimethylphenol	2.5	Bis (2-chloroisopropyl) ether	2.0
2,4-Dinitrophenol	25	Bis (2-ethylhexyl) phthalate	5.0
2,4-Dinitrotoluene	2.5	Butyl Benzyl phthalate	5.0
2,6-Dinitrotoluene	2.5	Carbazole	2.5
2-Chloronaphthalene	2.5	Chrysene	2.5
2-Chlorophenol	2.5	Di-n-butyl phthalate	5.0
2-Methylnaphthalene	2.5	Di-n-octyl phthalate	5.0
2-Methylphenol (o-Cresol)	5.0	Dibenzo (a,h) anthracene	2.5
2-Nitroaniline	5.0	Dibenzofuran	2.5
2-Nitrophenol	5.0	Diethyl phthalate	5.0
3,3'-Dichlorobenzidine	10.0	Dimethyl phthalate	5.0
3-Nitroaniline	5.0	Fluoranthene	2.5
3&4-Methylphenol	5.0	Fluorene	2.5
(m&p-Cresol)	5.0	Hexachlorobenzene	2.5
4,6-Dinitro-2-methylphenol	20.0	Hexachlorocyclopentadiene	5.0
4-Bromophenyl phenylether	10.0	Hexachloroethane	2.5
4-Chloro-3-methylphenol	10.0	Indeno (1,2,3-cd) pyrene	2.5
4-Chloroaniline	2.5	Isophorone	2.5
4-Chlorophenyl phenylether	10.0	N-Nitroso-di-n-propylamine	2.5
4-Nitroaniline	5.0	N-Nitrosodimethylamine	5.0
4-Nitrophenol	12.0	N-Nitrosodiphenylamine	2.5
Acenaphthene	5.0	Nitrobenzene	2.5
Acenaphthylene	5.0	Pentachlorophenol	5.0
Anthracene	5.0	Phenanthrene	2.5
Benzidine	25.0	Phenol	5.0
Benzo (a) anthracene	2.5	Pyrene	2.5
Benzo (a) pyrene	2.5		

**III. Metals**

SW-846 Test Method 6000/7000 series

Price per Sample: \$66.00

Compound	Reporting Limit (mg/kg)
Total Arsenic	10.0
Total Cadmium	1.0
Total Chromium	10.0
Total Copper	10.0
Total Lead	11.0
Total Mercury (7000 series only)	0.05
Total Molybdenum	10.0
Total Nickel	10.0
Total Selenium	18.0
Total Zinc	10.0
Total Antimony	8.0
Total Beryllium	0.1
Total Silver	4.0
Total Thallium	10.0

**IV. Polychlorinated Biphenyls**

SW-846 Test Method 8082

Price per Sample: \$64.00

Compound	Reporting Limit (mg/kg)
PCB-1242	0.7
PCB-1254	0.7
PCB-1221	0.7
PCB-1232	0.7
PCB-1248	0.7
PCB-1260	0.7
PCB-1016	0.7

### V. Additional Analyses

Price per Sample: \$67.00

Compound	Analytical Method	Reporting Limit (mg/kg)
pH	SM - 4500 - H	n/a
Percent solids	SM - 2450 G	n/a
nitrate-nitrite	SM - 4500 - NO <sub>3</sub> / SW846 - 9210 / EPA 353 - 3000 series	30
Total Kjeldahl nitrogen	SM - 4500 - N <sub>org</sub> / EPA-351.3	300
ammonia nitrogen	SM - 4500 - NH <sub>3</sub> / EPA - 350	30
Total organic nitrogen	calculation	n/a
potassium	SM-3500-K / SW-846 6000/7000 series	15
phosphorus	SM - 4500 - P / EPA-365	15

### VI. Dioxins

Price per Sample: \$650.00

Compound	Analytical Method	Reporting Limit
Total Toxic Equivalent, 2,3,7,8 TCDD	EPA 1613	5 ppt TEQ

note: TCDD=Tetrachlorodibenzofuran; ppt=parts per thousand; TEQ=Toxic Equivalent

### VII. Enteric Virus

Price per Sample: \$912.00 (subcontracted to ASI, Inc.)

Compound	Analytical Method	Reporting Limit
Enteric Virus	ASTM D4994 - 89 (2002)	1 PFU / 4g

note: PFU=plaque forming units; g=gram

### VIII. Per- and Polyfluoroalkyl Substances (PFAS)

EPA Method 1633A

Price per Sample: \$425.00

### IX. Per- and Polyfluoroalkyl Substances (PFAS)

Total Oxidizable Precursor Assay, with pre- and post-oxidation samples analyzed using EPA Method 1633A

Price per Sample: \$750 (includes pre- and post-oxidation, and treatment step)

### X. Per- and Polyfluoroalkyl Substances (PFAS)

Custom List: Method 537M Isotope Dilution, 41 compounds

Price per Sample: \$350.00

**SECTION B.**

Section B analyses are for general use in site investigation, remediation, and monitoring, and waste characterization, and may include groundwater, drinking water, air, soil, sediment, leachate, and hazardous waste mixture matrices. Price is listed on a per-sample basis; all sample preparation costs, analyses required to report the result (e.g., percent solids for metals analyses, digestion for metals analysis), and repeat analytical runs are included in the per-sample price. All sampling materials costs and all transportation costs for sampling materials and samples are included in the per-sample price. If a subcontractor will be used for any of the services described in the Scope of Services, this has been indicated for the analysis, and the per-sample price is inclusive of any markup associated with subcontracted services.

<b>I. Waste Characterization</b>				
<b>Analyte(s)</b>	<b>Matrix<sup>7</sup></b>	<b>Analytical Method<sup>1</sup></b>	<b>Reporting Limits<sup>2</sup></b>	<b>Price per Sample</b>
Corrosivity/pH	aqueous/solid	SW-846 9040/9045		\$ 9.00
Ignitability	solid	SW-846 1010/1030		\$ 26.00
Flashpoint	aqueous	SW-846 1010		\$ 22.00
Reactivity (cyanide and sulfide)	solid	SW-846 Ch. 7		\$ 43.00
Volatiles	aqueous	SW-846 8260		\$ 56.00
	solid			\$ 64.00
Semi-Volatiles	aqueous	SW-846 8270		\$ 141.00
	solid			\$ 149.00
Pesticides	aqueous	SW-846 8081		\$ 92.00
	solid			\$ 101.00
Herbicides	aqueous	SW-846 8151		\$ 149.00
	solid			\$ 158.00
RCRA 8 Metals (including % solids and digestion, as applicable)	aqueous	SW-846-6010/6020/7470/7471		\$ 68.00
	solid			\$ 73.00
<b>TCLP or SPLP ANALYSIS</b>				
<b>Special Extractions</b>	<b>Matrix<sup>7</sup></b>	<b>Analytical Method<sup>1</sup></b>	<b>Reporting Limits<sup>2</sup></b>	<b>Price per Sample</b>
Extraction for Volatiles (ZHE)	aqueous	SW-846 1311/1312		\$ 22.00
	solid			\$ 30.00
Extraction for SVOC, Metals, Pesticides, Herbicides	aqueous	SW-846 1311/1312		\$ 22.00
	solid			\$ 30.00

<b>II. Organic Analyses</b>				
<b>Analyte(s)</b>	<b>Matrix<sup>7</sup></b>	<b>Analytical Method<sup>1</sup></b>	<b>Reporting Limits<sup>2</sup></b>	<b>Price per Sample</b>
Waste Management Division's Full List of Analytes for <b>Volatile Organics</b>	drinking water	EPA 524.2	See Note 4	\$ 64.00
	groundwater	SW-846 8260		\$ 56.00
	solid	SW-846 8260 (MeOH only)		\$ 75.00
	Volatiles (low level soil, e.g., bisulfate-preserved, freezing to -10C)	solid		SW-846 8260 (Low soil & MeOH)
Per- and Polyfluoroalkyl Substances (PFAS)	drinking water	EPA 533 (Full List- 25- compounds)	See Scope Item 19	\$ 190.00
	aqueous	EPA 1633A (Full List- 40- compounds)		\$ 325.00
	soild			\$ 350.00
	tissue			\$ 495.00
	aqueous			PFAS Custom List. Method: 537M isotope dilution; 41 compounds
	aqueous	EPA 1621 (Adsorbable Organic Flourine)(Separate Combustion)		\$ 490.00
	aqueous	TOP Assay with pre- and post-oxidation samples analyzed using EPA 1633A.		\$ 700.00
	solid			\$ 750.00
1,4-dioxane	drinking water	EPA 522	0.2 µg/L	\$ 77.00
	groundwater	SW-846 8270 SIM	0.15 ug/L	\$ 68.00
	solid	SW-846 8270 SIM	0.050 mg/kg	\$ 90.00

<b>II. Organic Analyses (continued)</b>				
<b>Analyte(s)</b>	<b>Matrix<sup>7</sup></b>	<b>Analytical Method<sup>1</sup></b>	<b>Reporting Limits<sup>2</sup></b>	<b>Price per Sample</b>
Base Neutral/Acid Extractables	aqueous	SW-846 8270	<AGQS	\$ 120.00
	solid		<SRS	\$ 149.00
Acid Extractables	aqueous	SW-846 8270	<AGQS	\$ 85.00
	solid		<SRS	\$ 95.00
Base Neutral Extractables	aqueous	SW-846 8270	<AGQS	\$ 85.00
	solid		<SRS	\$ 95.00
Polynuclear Aromatic Hydrocarbons (8270's 17 compound list)	aqueous	SW-846 8270/8310	<AGQS	\$ 70.00
	solid		<SRS	\$ 80.00
Total Petroleum Hydrocarbons (Gasoline Range Organics-GRO)	aqueous	SW-846 8015D-GRO	50 µg/L	\$ 45.00
	solid		5 mg/kg dry	\$ 55.00
Addition of fingerprint to TPH-GRO	solid/oil/aqueous/etc.			\$ 300.00
Total Petroleum Hydrocarbons (Diesel Range Organics-DRO)	aqueous	SW-846 3510/8015D-DRO	0.5 mg/L	\$ 70.00
	solid	SW-846 8015D-DRO	33.3 mg/kg	\$ 80.00
Addition of fingerprint to TPH-DRO	solid/oil/aqueous/etc.			\$ 300.00
Organochlorine Pesticides	aqueous/solid	SW-846 8081	various	\$ 118.00
Organochlorine Pesticides & PCBs	aqueous/solid	SW-846 8081+8082	various	\$ 140.00
Organophosphorus Pesticides	aqueous/solid	SW-846 8141	various	\$ 200.00
Chlorinated Phenoxy Herbicides	aqueous/solid	SW-846 8151	various	\$ 185.00
PCBs	aqueous	SW-846 8082	various	\$ 70.00
PCBs	solid	SW-846 8082 (Soxhlet)	various	\$ 75.00
PCB homologs & congeners (all 209 congeners)	aqueous/solid	EPA Method 8270-SIM/680M	0.01 µg/L/ 0.01 mg/Kg	\$ 350.00
PCBs in Oil	oil	SW-846 8082	2 mg/kg dry	\$ 50.00
PCBs on Wipes/Filter	wipes/Filter	SW-846 8082	various	\$ 75.00
PCBs in tissue	tissue	SW-846 8082	various	\$ 300.00

**II. Organic Analyses (continued)**

Analyte(s)	Matrix <sup>7</sup>	Analytical Method <sup>1</sup>	Reporting Limits <sup>2</sup>	Price per Sample
Dioxins/Furans (2378-TCDD only) (Pace MN lab)	aqueous/solid	EPA 1613 / SW-846 8290	various	\$ 850.00
Dioxins/Furans (2378-TCDD plus full list with TEQs) (Pace MN lab)	aqueous/solid	EPA 1613 / SW-846 8290	various	\$ 850.00
Polychlorinated Dibenzo-p- Dioxins and Polychlorinated Dibenzofurans (Pace MN lab)	aqueous/solid	EPA 1613 / SW-846 8280 or 8290	various	\$ 850.00
Formaldehyde	solid	EPA 1667/ SW-846 8315	0.5 mg/kg	\$ 275.00
	aqueous	EPA 1667/ SW-846 8315	75 µg/L	\$ 85.00
Hexane Extractable Material	aqueous/solid	EPA 1664		\$ 36.00
Total Organic Halide (TOX)	aqueous/solid	SW-846 9023		\$ 54.00
Total Organic Carbon	aqueous	SM 5310	1 mg/L	\$ 23.00
	soil/sediment	EPA-Lloyd Khan (2- reps)	0.5%	\$ 46.00
Dissolved Organic Carbon	aqueous	SM 5310/ 9060	1.0 mg/L	\$ 39.00
Volatile Fatty Acids (Pace Madisonville, KY lab)	aqueous		various	\$ 174.00
Carbon dioxide	aqueous	SM 4500	2 mg/L	\$ 27.00
methane, ethane, ethene (Pace ELON lab)	aqueous	EPA RSKSOP-175 or 8015 mod	5, 3, 3 µg/L	\$ 59.00
VOCs in air (Tedlar Bags)	air	TO-1/TO-15	various	\$ 135.00
VOCs in air (includes summa can, flow controller and all costs)	air	TO-15	various	\$ 250.00

### III. Inorganic Analyses

#### Package metals (including % solids and digestion, as applicable)

Analyte(s)	Matrix <sup>7</sup>	Analytical Method <sup>1</sup>	Reporting Limits <sup>2</sup>	Price per Sample
Priority Pollutant 13 Metals	aqueous	SW-846-6010/6020/ 7470/7471		\$ 105.00
	solid			\$ 115.00
Target Analyte List (23) Metals	aqueous			\$ 125.00
	solid			\$ 130.00
Total As, Mn	aqueous	SW-846 6010 or 6020		\$ 24.00
Total As, Pb, Mn, Ni	aqueous	SW-846 6010 or 6020		\$ 40.00
Total As, Fe, Mn, % solid	solid	SW-846 6010 or 6020		\$ 44.00
Total As, Fe, Mn, Hardness	aqueous	SW-846 6010 or 6020		\$ 49.00
Total As, Fe, Mn	aqueous	SW-846 6010 or 6020		\$ 32.00
Total As, Cd, Cr, Pb, Mn, Ni	aqueous	SW-846 6010 or 6020		\$ 55.00
Total Fe, Mn	aqueous	SW-846 6010 or 6020		\$ 24.00
Total Al, Ca, Mg, Mo, Priority Pollutant 13 metals	aqueous	EPA Method 200.8 and 245		\$ 98.00

**III. Inorganic Analyses (continued)**

**Individual metals (including % solids and digestion, as applicable)**

Analyte(s)	Matrix <sup>7</sup>	Analytical Method <sup>1</sup>	Reporting Limits <sup>2</sup>	Price per Sample
iron	aqueous	SW-846 6010 or 6020	0.05 mg/L	\$ 17.00
	solid		20 mg/kg dry	\$ 24.00
lead	aqueous	SW-846 6010 or 6020	0.005 mg/L	\$ 19.00
	solid		2.5 mg/kg dry	\$ 24.00
selenium	solid	SW-846 6010 or 6020	5 mg/kg dry	\$ 24.00
arsenic	aqueous (dw)	EPA Method 200.8	<0.005 mg/L	\$ 17.00
	aqueous	SW-846 6010 or 6020	<0.005 mg/L	\$ 17.00
	solid		2 mg/kg dry	\$ 24.00
cadmium	aqueous	SW-846 6010 or 6020	0.001 mg/L	\$ 19.00
chromium	aqueous	SW-846 6010 or 6020 or 218.6/ 218.7	0.01 mg/L	\$ 19.00
chromium, hexavalent	solid	SW-846 6010/7196	1 mg/kg	\$ 68.00
manganese	aqueous	SW-846 6010 or 6020	0.01 mg/L	\$ 17.00
	solid		5 mg/kg dry	\$ 24.00
nickel	aqueous	SW-846 6010 or 6020	0.01 mg/L	\$ 19.00
aluminum	aqueous	SW-846 6010 or 6020	0.01 mg/L	\$ 19.00
mercury	solid	SW-846 7470 or 7471	0.1 mg/kg dry	\$ 27.00

<b>III. Inorganic Analyses (continued)</b>				
<b>Analyte(s)</b>	<b>Matrix<sup>7</sup></b>	<b>Analytical Method<sup>1</sup></b>	<b>Reporting Limits<sup>2</sup></b>	<b>Price per Sample</b>
other metals (each)	aqueous	SW-846 6010 or 6020		\$ 19.00
	solid			\$ 24.00
digestion, per sample		SW-846 3050 / EPA 200.8		\$ 9.00
% moisture / % solids	solid	SM 2540G		\$ 10.00
Total and Amenable Cyanide	aqueous	SW-846 9010, 9012, or 9014	0.02 mg/L	\$ 26.00
	solid		1.0 mg/kg	\$ 35.00
Methylene Blue Active Substance (MBAS)	aqueous/solid	SM 5540	0.05 µg/L	\$ 55.00
Total phenols	aqueous	SM 420.1		\$ 34.00
Total Sulfur	aqueous/solid	EPA 6010	0.25 mg/L	\$ 40.00
chloride	aqueous	EPA 300.0	0.5 mg/L	\$ 12.00
nitrate (NO <sub>3</sub> )	aqueous	EPA 300.0	0.1 mg/L	\$ 12.00
nitrite (NO <sub>2</sub> )	aqueous	EPA 353	0.1 mg/L	\$ 12.00
nitrate/nitrite	aqueous	EPA 300.0	0.1 mg/L	\$ 19.00
Total Kjeldahl Nitrogen	aqueous	SM 4500 or ASTM	0.3 mg/L	\$ 21.00
sulfate	aqueous	EPA 300.0	1.0 mg/L	\$ 12.00
Total phosphorus	aqueous	SM 4500	0.01 mg/L	\$ 17.00
	solid	EPA 365.1 or 365.3	5.0 mg/kg	\$ 25.00
ortho-phosphate	aqueous	SM 4500 or EPA 365.3	0.005 mg/L	\$ 17.00

<b>III. Inorganic Analyses (continued)</b>				
<b>Analyte(s)</b>	<b>Matrix<sup>7</sup></b>	<b>Analytical Method<sup>1</sup></b>	<b>Reporting Limits<sup>2</sup></b>	<b>Price per Sample</b>
hydrogen (sub to Isotek labs)	aqueous		<0.1 nM	\$ 300.00
viscosity	aqueous	ASTM D445		\$ 200.00
specific gravity	aqueous	ASTM D287		\$ 91.00
alkalinity	aqueous	SM 2320B	5 mg/L	\$ 12.00
hardness	aqueous	SM 2340	3 mg/L	\$ 17.00
grain size (sieve analysis only)	solid	ASTM D6913		\$ 100.00
grain size (sieve and hydrometer)	solid	ASTM D6913/D7928		\$ 125.00
Asbestos - PLM	bulk material	EPA 600/R-93/116	<1%	\$ 15.00
Asbestos - TEM confirmation of negative PLM	bulk material	EPA 600/R-93/116	<1%	\$ 55.00
Asbestos - PLM	soil	CARB 435		\$ 121.00
Asbestos - PLM/TEM	soil	ASTM D7521-16		\$ 192.00
Asbestos - FBAS/TEM	soil		0.005% by wt.	\$ 1,430.00
Carbonaceous Biochemical Oxygen Demand, (cBOD <sub>5</sub> ), mg/L	aqueous	SM 5210B	2 mg/L	\$ 24.00
Chemical Oxygen Demand	aqueous	410.4, SM5220D	various	\$ 20.00
Bicarb alkalinity	aqueous	SM 2320B	5 mg/L	\$ 17.00
Carbon dioxide	aqueous	SM4500CO2-D		\$ 26.00
Calcium	aqueous	SW-846 6010 or 6020	various	\$ 11.00
Magnesium	aqueous	SW-846 6010 or 6020	various	\$ 11.00
Potassium	aqueous	SW-846 6010 or 6020	various	\$ 11.00
Sodium	aqueous	SW-846 6010 or 6020	various	\$ 11.00

<b>IV. Miscellaneous</b>			
<b>Item</b>			<b>Price</b>
PFAS-free water (volume: 5 gal.) (no certificate of analysis)		<i>price per volume:</i>	<i>no charge</i>
PFAS-free water (volume: 5 gal.) (Certificate of analysis; See Note 6)		<i>price per volume:</i>	<i>no charge</i>
Reporting full QA/QC documentation (EPA Level IV) if not specified in advance of sample submission		<i>price per report:</i>	<i>no charge</i>
Expedited 24-hr. verbal TAT (written report w/in 3 business days)		<i>% premium:</i>	<i>100</i>
Expedited 3-business-day TAT		<i>% premium:</i>	<i>50</i>
<b>Notes:</b>			
1. If Contractor typically uses an equivalent method to that listed, then Contractor has filled-in theirs.			
2. If a Reporting Limit (RL) listed in RFP was unachievable by Contractor, then Contractor has filled-in their standard RL.			
3. <i>Reserved</i>			
4. For VOC analyte list, refer to <a href="https://www.des.nh.gov/sites/g/files/ehbemt341/files/documents/2020-01/voc-changes.pdf">https://www.des.nh.gov/sites/g/files/ehbemt341/files/documents/2020-01/voc-changes.pdf</a> , incorporated herein by reference as if fully set forth herein. Reporting limits per Method but at least less than AGQS. (AGQS not applicable to 1,4-dioxane analysis under this Method.)			
5. <i>Reserved</i>			
6. Along with PFAS-free water volume provided to NHDES, the laboratory shall provide a batch certificate of analysis that demonstrates the "PFAS-Free water" contains no target analytes above the Method Detection Limits.			
7. When Matrix is indicated as "solid", it will typically be a soil or sediment matrix.			
<b>Abbreviations:</b>			
AGQS: Env-Or 600 Table 600-1 Ambient Groundwater Quality Standards			
dw: drinking water			
PFAS: per- and polyfluoroalkyl substances			
SRS: Env-Or 600 Table 600-2 Soil Remediation Standards			
TAT: Turn-around-time (i.e., time in which results are reported following sample receipt by laboratory)			
µg/L: microgram per liter			
mg/kg: milligram per kilogram			
mg/L: milligram per liter			
ng/g: nanogram per gram			
ng/L: nanogram per liter			

**EXHIBIT C**

**PAYMENT TERMS**

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

1. The STATE agrees to pay Pace Analytical Services, LLC the price per analysis as specified in EXHIBIT B.
2. The STATE agrees to accept and pay invoices as submitted by Pace Analytical Services, LLC no later than 30 days *i.* after completion of services, or *ii.* after an invoice has been received by the NHDES Business Office, whichever is later, in accordance with the conditions and specifications in EXHIBIT B.
3. The total amount of all payments made to Pace Analytical Services, LLC by the STATE shall not exceed \$826,500 unless conditions warrant amendments to the budget and with approval of the Governor and Council of the State of New Hampshire.
4. Funding for payments will be provided through the accounts listed below.

Dept. of Environmental Services Account No. 03-44-44	TOTAL
442010-1435-102-500731 Sludge Analysis Fund, Contract for Program Services	\$30,000
442010-5315-102-500731 Septage Management Fund, Contract for Program Services	\$80,000
441018-4788-102-500731 CWSRF Loan Management, Contract for Program Services	\$7,500
444010-5392-102-500731 Hazardous Waste Cleanup Fund, Contract for Program Services	\$6,000
444010-2589-102-500731 CERCLA Maintenance, Contract for Program Services	\$215,000
444010-2590-102-500731 CERCLA Program, Contract for Program Services	\$488,000
TOTALS:	\$826,500

**CORPORATE RESOLUTION**

THE UNDERSIGNED, Gregory Whitman, Corporate Secretary of Pace® Analytical Services, LLC., per corporate resolution, Pace - Omnibus Board Member Resolutions (Officers - CFO Title Replacement)(147313394.2), dated December 26, 2023, in accordance with Section 322C.0407.4(13) of the Minnesota Limited Liability Company Act, I authorize and direct **Michael Brown, Chief Commercial Officer**, of this Corporation to complete & sign any documents related to Pace® Analytical Services, LLC business needs.

I further certify that the foregoing Resolution has not been repealed, annulled, altered, or amended in any respect, but remains in full force and effect, and that the same was adopted pursuant to the strict provisions of the by-laws, the Certificate of Incorporation, and the law.

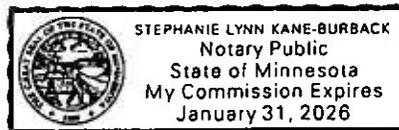
In witness whereof, I have hereunto set my hand, this 2<sup>nd</sup> day of May 2025.



Gregory Whitman, Corporate Secretary  
Pace® Analytical Services, LLC



Stephanie Kane-Burback  
Notary Public for the State of Minnesota, County of Hennepin  
Date: May 2, 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 PACE ANALYTICAL SERVICES, LLC is a Minnesota Limited Liability Company registered to transact business in New Hampshire on June 28, 2023. 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: 936221

Certificate Number: 0007170939



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 29th day of April A.D. 2025.

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

David M. Scanlan  
Secretary of State



**Attachment A**

**Results  
Request for Proposals**

**For  
Laboratory Analytical Services  
Bid#: RFP DES 2025-13**

The New Hampshire Department of Environmental Services (NHDES) issued a Request for Proposals (Bid#: RFP DES 2025-13) on January 24, 2025, for the award of one contract for laboratory analytical services. This was a qualifications-based selection that included reference pricing.

Three proposal packages were received. One was deemed incomplete in the pricing category because of a “no-bid” entry on the cost sheet. The proposals were scored based on the following criteria.

- Overall understanding of the services to be provided (20%)
- Qualifications and experience of the laboratory completing the work (40%)
- Total cost of samples in Exhibit B as determined by a cost matrix (40%)

The scoring and ranking of the proposals are provided below.

<b>Proposing Laboratory</b>	<b>Reference Price</b>	<b>Cost: 120 Points (40%)</b>	<b>Under-standing: 60 Points (20%)</b>	<b>Qualifications: 120 Points (40%)</b>	<b>Total Possible Score: 300 Points</b>	<b>Rank</b>
<b>Pace Analytical Services, LLC</b>	\$492,454	120	54	115	289	<b>1</b>
<b>Eurofins Environment Testing Northeast</b>	\$609,131	97	48	96	241	<b>2</b>
<b>SGS North America, Inc.</b>	Incomplete	0	29	50	79	<b>3</b>

Cost Scoring = [Lowest Reference Price / Reference Price] x 120 Points

The scoring committee’s identification and qualifications are below.

<b>Scoring Committee Member Name</b>	<b>Qualifications</b>
Michael Summerlin, P.E.	Civil Engineer, Federal Sites Program, Hazardous Waste Remediation Bureau. Ten years at NHDES. Twenty-four years in environmental consulting. B.S. Civil/Environmental Engineering - University of New Hampshire.
Wade Pelham	Residuals Management Coordinator, Wastewater Engineering Bureau, NHDES. Twenty-two years at NHDES. B.S. Environmental Science – University of New Hampshire.
Brian Thornton	Environmentalist, Federal Sites Program, Hazardous Waste Remediation Bureau. Four years of environmental consulting experience. Three years at NHDES. B.S. Geology – Bridgewater State University