



The State of New Hampshire  
**Department of Environmental Services**

**Robert R. Scott, Commissioner**



41

August 28, 2025

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services (NHDES) to enter into an agreement with Natalie Ohl, Sole Proprietorship (VC#546832-B001), Troy, NY, in the amount of \$205,800 for the purpose of processing aquatic benthic samples and taxonomic identification for the NHDES Biomonitoring Program effective upon Governor and Council approval through June 14, 2030. 100% Federal Funds.

Funding is available in the account as follows with the authority to adjust encumbrances in each of the State Fiscal years through the Budget Office if needed and justified. Funding for fiscal years 2028-2030 is contingent upon continuing appropriations and availability of funds.

03-44-44-442010-7602-102-500731

Dept. Environmental Services, Surface Water Quality PPG, Contracts for Program Services

<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>
\$48,450	\$48,450	\$36,300	\$36,300	\$36,300

**EXPLANATION**

NHDES is requesting approval of this contract for laboratory services for the NHDES Biomonitoring Program. The NHDES Biomonitoring program, supported by federal funds from the United States Environmental Protection Agency (USEPA), coordinates a freshwater biological sampling program to assess the aquatic health of the state's surface waters and aids in the development of water quality standards. As part of this program, aquatic macroinvertebrates are collected from rivers, streams, lakes and wetlands. The requested funds will allow for the consistent processing and taxonomic identification of additional macroinvertebrate samples for the next five years.

Competitive bids were solicited via email and from the NH Administrative Services website. Five bids were received. All bids were evaluated and scored by three NHDES staff using a standardized scoring matrix based upon the qualification elements in the RFP. Possible total scores ranged from 0 to 100. The bid from Natalie Ohl, sole proprietor, had the highest average score. See Attachment A for average scores according to each qualification element and total score.

Natalie Ohl also had the bid with lowest cost of \$225.00 (100 organism count) and \$250.00 (300 organism count) per sample or \$205,800 for the life of the five-year contract. A multi-year contract will allow NHDES to 1) be fiscally conservative by securing a long-term contract in an industry with increasing costs, 2) maximize program efficiencies with respect to coordinating annual sample delivery, processing, and reconciliation with this contractor and the quality control contractor, and 3) save time by eliminating the need to go out to bid on an annual basis. The NHDES Biomonitoring Program has had several five-year contracts over the past 20 years and has found this to be successful. The annual cost is estimated to be \$48,450 for years 1-2 and \$36,300 for years 3-5. The annual cost is

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and the Honorable Council

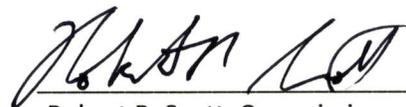
Page 2 of 2

greater in years 1-2 to account for an increased sample load during this time. The NHDES Biomonitoring Coordinator reviewed the proposal for cost, qualifications, and consistency with the requirements of the sampling process outlined in the request for proposals.

Natalie Ohl has excellent credentials and have proven to be capable of delivering the services as proposed in a timely manner for similar projects while working as a senior taxonomist for Watershed Assessment Associates, LLC, both at the state and national level.

If Federal Funds become no longer available, General Funds will not be requested to support this program. This agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval of this item.

A handwritten signature in black ink, appearing to read "Robert R. Scott", is written over a horizontal line.

Robert R. Scott, Commissioner

**AGREEMENT**

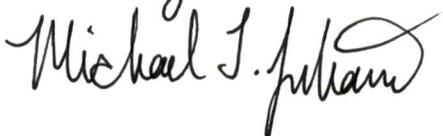
The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Contractor Name Natalie Ohl		1.4 Contractor Address 111 Country Gardens Apt. Unit 1, Troy, NY 12180	
1.5 Contractor Phone Number 618-973-2625	1.6 Account Unit and Class 03-44-44-442010-7602-102	1.7 Completion Date 6/14/2030	1.8 Price Limitation \$205,800
1.9 Contracting Officer for State Agency Andy Chapman		1.10 State Agency Telephone Number 603-271-5334	
1.11 Contractor Signature  Date: 7-18-2025		1.12 Name and Title of Contractor Signatory Natalie Ohl Sole Proprietor	
1.13 State Agency Signature  Date: 8/19/25		1.14 Name and Title of State Agency Signatory ROBERT R. SCOTT, 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: 9/11/25			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Before me, personally appeared  
Natalie Ohl and  
 Sworn to before me this 18 day  
 of July, 2025



Michael T Juliano  
 Notary Public, State of New York  
 Qualified in Greene County  
 No. 01JU6409570  
 Commission Expires October 5, 2028

Contractor Initials NO  
 Date 9/18/25

**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 80:7c 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 91A 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

Contractor Initials NVO  
Date 7/18/25

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. There are no special provisions to this contract agreement.

**Exhibit B**  
**Scope of Services**

1. Natalie Ohl, Sole Proprietor, must have the capacity to perform the required work in a timely fashion and meet a schedule detailing sample transfer, sample processing, draft data transfer, QC sample transfer and final data transfer proposed by Natalie Ohl and approved by the New Hampshire Department of Environmental Services (DES) prior to any transfer of samples. Failure to agree upon a schedule or meet the agreed upon schedule could result in contract termination.
2. In general, sample transfer will be completed no later than November of the sampling year or within two weeks of DES's notification of the samples being available post-field season if other than November. On occasion, there may be samples transferred to Natalie Ohl in months other than November. Should this occur, DES will work with Natalie Ohl on a reasonable schedule for completion of sample processing.
3. Data for collected samples transferred in November will be provided to DES in an electronic (MS Excel) by the end of February (90-day turnaround) for a given sample year or as specified in the agreed upon schedule for samples not transferred in November.
4. QC samples for samples transferred in November will be transferred to DES or the QC contractor by mid- March (105-day turnaround) for a given sample year or as specified in the agreed upon schedule for samples not transferred in November.
5. If QC samples do not pass QC measures, Natalie Ohl will correct any failures and rectify data within one or more months, as provided in the agreed upon schedule and at the discretion of and with no additional cost to DES.
6. Natalie Ohl will receive macroinvertebrate samples from DES staff at a common meeting area in Concord, New Hampshire, or a mutually agreeable location.
7. A signed chain of custody form will be completed to document sample transfer.
8. Natalie Ohl will complete sorting and subsampling using the Caton grid method outlined in the US EPA's Rapid Bioassessment Protocols, 2<sup>nd</sup> Edition with some modification as noted below:

DES requires that the entire sample rep be homogenized and spread evenly over a gridded tray. A minimum of one-quarter (25%) of the tray's grids must be randomly selected for sorting. All material contained within the selected grids must then be transferred to a separate sorting tray. From this sub-sample, all the target organisms are then removed for identification. For each sample, a minimum number of organisms (100 or 300, depending on sample type) will be required. If the subsample is found to have the minimum number of organisms, then sorting is complete. If the minimum number of organisms is not achieved, then another quarter (25%) of the grids must be randomly selected and processed as explained above. The 25% incremental random grid selection process is continued until the minimum organism target is reached. Once a set of grids is selected for sorting, then the selected grid in its entirety must be completed, regardless of the total number of organisms.
9. Enumeration and identification are accomplished by counting and identifying each organism to the lowest reasonable taxonomic category with a genus minimum, species preferred where possible. All Chironomidae and Oligochaeta will be identified to the lowest possible taxon (usually to genus/species). Chironomidae are to be mounted on slides for identification if identification level

will be to genus or lower. Class Nemata, Class Nemertea will be identified to Phylum. Natalie Ohl will consult with the DES biomonitoring program manager regarding less specific taxonomic identification of damaged or early instar organisms. Final identifications will be consistent with valid taxa names in the USDA Integrated Taxonomic Information System (ITIS) or most current and agreed upon taxa names as listed in the DES benthic master taxa list.

10. With each sample transfer, DES will provide a list of all taxa currently in the DES database to the selected contractor, Natalie Ohl.
11. Natalie Ohl will perform in-house quality control (QC) on an annual basis, re-examining sorted debris for 10% of the samples as selected by Natalie Ohl and ensure that at least 95% of the organism have been removed and 95% of the taxa were included in the original sort.
12. Natalie Ohl will perform in-house QC on an annual basis, submitting taxa for post processing identification and enumeration to an additional DES approved taxonomist. 10% of the samples (picked individuals) will be selected for identification and enumeration accuracy for both straight disagreements and hierarchical disagreements, with a target of 95% identification and enumeration accuracy established for the selected samples. The additional DES approved taxonomist will have certifications from the Society of Freshwater Science for eastern genera in group 1 (Crustacea and Arthropods other than EPT and Chironomidae), group 2 (Ephemeroptera, Plecoptera, and Trichoptera nymphs and larvae only) and group 3 (Chironomidae larvae only). Name(s) of all taxonomists performing the QC taxonomy shall be provided.
13. Natalie Ohl shall submit in-house QC reports to DES on an annual basis demonstrating that in-house QC is being achieved. This shall be done prior to sending QC samples (picked samples) and voucher set to the QC contractor as described in item #14 below.
14. Natalie Ohl will submit QC samples (sorted debris for 10% of samples and complete voucher set inclusive of all organisms identified each year) to a qualified outside laboratory (QC contractor), as identified by DES. QC samples will be selected by DES and must be provided / shipped to the QC contractor by mid-March for a given sample year. DES also reserves the right to have QC samples shipped to DES prior to being sent to the QC contractor. If this occurs, DES will cover the shipping costs from DES to the QC contractor. Quality control (QC) for sorting efficiency and organism identification will be maintained as follows:
  - a) Rechecking 10% of the sample lot for sorting efficiency. The sorting efficiency samples will be sent to a separate, qualified DES selected laboratory. Rechecking will include a DES selected QC laboratory re-examining sorted debris for 10% of the samples as selected by DES and ensuring that at least 95% of the organisms have been removed. Any disagreements to sorting efficiency adequacy will be rectified between the contractors and DES.
  - b) Evaluation of a blind QC voucher set based upon the organisms found in the samples for a given year/sample transfer for identification. The blind QC voucher set will be provided to a separate, qualified DES selected laboratory. Less than 10% disagreement prior to reconciliation will be considered acceptable as a QC requirement. Any disagreements in the identification of organisms in the QC voucher set will be rectified between the contractors and DES.
  - c) DES will notify the selected contractor of any QC failures. Adjustments to the full dataset reflective of the sorting efficiency and organism identification reconciliation will occur between Natalie Ohl and DES to finalize the dataset.

15. DES will provide all data reports received from the QC contractor to Natalie Ohl on an annual basis. Natalie Ohl will use these reports to determine sorting and identification efficiencies and report those findings to DES.
16. Failure to meet any of the QC requirements for samples processed by the QC contractor for a particular sample will result in sample reprocessing by Natalie Ohl. Costs associated with reprocessing samples will be assumed by Natalie Ohl. Repetitive QC failures could result in reprocessing of multiple samples or contract termination. Final decisions on QC matters are at the discretion of the DES after consultation with Natalie Ohl and the QC contractor.
17. Sorted samples and unsorted debris for each sample shall be retained by Natalie Ohl until DES has approved the QC measures detailed above. The contents of each sample will then either be discarded by Natalie Ohl after a period of three years (or earlier upon approval by the DES) or be returned to DES.
18. Taxonomy must be performed by a professional freshwater macroinvertebrate taxonomist that, at a minimum, holds and maintains for the duration of the contract a certification from the Society of Freshwater Science for eastern genera in group 1 (Crustacea and Arthropods other than EPT and Chironomidae), group 2 (Ephemeroptera, Plecoptera, and Trichoptera nymphs and larvae only) and group 3 (Chironomidae larvae only). Should Natalie Ohl not be able to process samples for a given year, she would be required to have samples processed by a subcontractor approved by DES.
19. Natalie Ohl must specify prior to processing upcoming samples if a subcontractor will be relied upon, provide qualifications for DES approval and notify DES if any deviation from these terms is proposed during the contract period.
20. Natalie Ohl will provide DES one taxonomic reference collection for any new taxa not in the DES database. Reference collections will consist of one to three specimens for each taxon identified during the contract period. These will be identified with a cross-reference number in a separate MS Excel data file. The reference collection for new taxa shall be transferred to and approved by DES for adequacy each year prior to or during the annual sample transfer.
21. Natalie Ohl will provide to DES a list (MS Excel) of new taxa not currently in the NHDES database, including ITIS catalog number, operational taxa unit and taxa characteristics including tolerance value, functional feeding group, habit, and family tolerance value annually.
22. DES reserves the right to request the QC voucher set sent originally to the QC contractor be transferred to DES during annual transfer of samples. Natalie Ohl shall maintain the voucher set for each year through the end of the contract unless requested by DES.
23. Natalie Ohl will provide a standardized digital data report (MS Excel) including taxonomic listings, and cited references for making determinations, sample station ID's, total organism counts per sample replicate, fraction of sample replicate processed, and if requested and available copies of raw laboratory bench sheets, including names of individuals responsible for sample processing and taxonomist responsible for the final identifications, for each sample.

**Exhibit C**  
**Contract Price and Method of Payment**

1. All services shall be performed to the satisfaction of DES before payment is made.
2. Payment to Natalie Ohl by DES will be made upon annual completion of taxonomic services, submission of agreed upon annual deliverables as outlined Exhibit B to the DES biomonitoring program and upon receipt of an associated invoice.
3. A total of no more than \$205,800 will be paid to Natalie Ohl for services rendered.
4. Up to seven payments (five for routine samples, submitted in November and two for other samples, submitted outside of November, if necessary) will be made over the five-year contract period.
5. No payment will be made until final taxonomic data has been received, reviewed, and approved by the DES biomonitoring program.
6. All payments with exception of the final payments will be based on the number of samples completed at a rate of \$225.00/ sample (100 organism count)/ \$250.00 (300 organism count) and no more than \$325/ year for shipping and development of voucher collection expenses.
7. The final payment will be made by DES after DES' approval of receiving a complete and final taxa data set, complete and final taxonomic reference collection for any new taxa and complete and final voucher set if requested by DES for any years covered by this contract.

# 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 NATALIE OHL is a New Hampshire Trade Name registered to transact business in New Hampshire on June 20, 2025. 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: **996414**

Certificate Number : **0007234467**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this **20th** day of **June** A.D. **2025**.

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

David M. Scanlan  
Secretary of State

Certificate of Authority # 5

(Sole Proprietor)

**Sole Proprietor Certification of Authority**

I, Natalie Ohl, hereby certify that I am the Sole Proprietor  
(Name)  
of Natalie Ohl which is a tradename registered with the Secretary of State  
(Name of Business)

under RSA 349. I certify that I am the sole owner of my business and of the tradename.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the business. This authority **shall remain valid for thirty (30) days** from the date of this Corporate Resolution.

DATED: 07/18/2025

ATTEST: Natalie Ohl (Sole Proprietor)  
(Name & Title)

Before me, personally appeared  
Natalie Ohl and  
Sworn to before me this 18 day  
of July, 20 25

Nicholas J Rossi  
Notary Public, State of New York  
Qualified in Schenectady County  
No. 01RO6438289  
Commission Expires August 8, 20 26

July 18, 2025

To: New Hampshire Department of Environmental Services (NHDES) Contract Manager

I, Natalie Ohl, a Sole Proprietor and independent contractor, am hereby stating that the my business does not have any paid employees and thus shall be exempt from the Worker's Compensation and Liability Insurance requirements under Subparagraph 15.1 for the Contract between myself and NHDES.

Thank you,

A handwritten signature in cursive script that reads "Natalie Ohl".

Natalie Ohl



### Attachment A

Average Score of Evaluators	Company				
Evaluation Element	EcoAnalysts	EnviroScience	Haley Ward	Natalie Ohl	Normandeau Associates
Qualifications (30 pts)	27.7	27.3	26.0	26.0	27.7
Professional References (15 pts)	14.0	13.7	12.3	12.7	14.3
Sample Processing Costs (25 pts)	18.3	18.3	11.0	25.0	8.3
Miscellaneous Costs (5 pts)	3.3	2.8	2.8	5.0	1.0
Sample Processing Capacity (15 pts)	15.0	8.7	9.7	13.0	14.3
Availability (5 pts)	4.7	4.7	3.2	5.0	5.0
Internal QAQC (5 pts)	5.0	4.7	3.8	2.3	5.0
<b>SCORE</b>	88.0	80.2	68.8	89.0	75.7

Evaluator	Title	Experience
Andy Chapman	Biological Monitoring Program Manager	29
Amy Smagula	Chief Water Pollution Biologist, Jody Connor Limnology Center Director	23
Max Maynard	Aquatic Biologist	6