



ROBERT L. QUINN
COMMISSIONER

State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG.
33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

July 29, 2026

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

REQUESTED ACTION

Authorize the Department of Safety, Division of State Police, to enter into a **sole source** contract with ANSI National Accreditation Board, LLC, (VC #156192), Milwaukee, WI, in an amount not to exceed \$75,560 for auditing, inspecting and certification of the State Police Forensic Laboratory. Effective upon Governor and Council approval through June 30, 2030. **100% Federal Funds.**

Funds are available in the following account for Fiscal Year 2027 and are anticipated to be available in Fiscal Years 2028, 2029 and 2030, upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

	<u>FY '27</u>	<u>FY '28</u>	<u>FY '29</u>	<u>FY '30</u>	<u>Total</u>
02-23-23-234010-31270000-Backlog Reduction Program					
103-500737 - Contract Repairs; Machine, Equipment	\$6,500		\$8,500		\$15,000
02-23-23-234010-31310000-Coverdell NFSIA Grant					
103-500737 - Contract Repairs; Machine, Equipment	\$34,140	\$6,140	\$14,140	\$6,140	\$60,560
					<u>\$75,560</u>

EXPLANATION

This contract is **sole source** because ANSI National Accreditation Board, LLC (ANAB) is the only accrediting organization able to provide accreditations for all applicable units of the New Hampshire State Police Forensic Laboratory under ISO/IEC 17025 standards, the FBI Quality Assurance Standards, and the AR3125 supplemental forensic science requirements.

The State Police Forensic Laboratory performs critical forensic testing in multiple disciplines, including Drug Chemistry, Toxicology, Trace Evidence, Biology, Pattern Evidence, Firearms/Toolmarks, and calibration activities related to Breath Alcohol Determination. Accreditation is essential to ensuring the Laboratory's work is performed in accordance with nationally and internationally recognized standards.

To maintain its accreditation, the Laboratory must undergo an on-site inspection in Fiscal Year (FY) 2027, tentatively scheduled for August 24–26, 2026, followed by three (3) annual surveillance visits in FY 2028, FY 2029, and FY 2030. These inspections and surveillance visits provide external, independent review of the Laboratory's policies, procedures, technical practices, and quality management system.

The importance of demonstrating that forensic services are performed in accordance with accepted standards has increased significantly in recent years. Accreditation provides confidence to law enforcement agencies, prosecutors, courts, defense counsel, and the public that the Laboratory's testing processes and work products meet established professional standards.

The ANAB forensic science accreditation program is based on the following:

- ISO/IEC 17025:2017, an internationally developed and approved standard;
- AR3125 supplemental requirements specific to forensic science testing and calibration laboratories;
- FBI Quality Assurance Standards for Forensic DNA Testing Laboratories and DNA Databasing Laboratories; and
- Board interpretations for specific program applications.

In the event that Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this purchase.

Respectfully submitted,


Robert L. Quinn
Commissioner of Safety



August 19, 2025

Lise Swacha, Quality Assurance Manager
New Hampshire State Police Forensic Laboratory
33 Hazen Drive
Concord, NH 03305

Dear Ms. Swacha,

The New Hampshire State Police Forensic Laboratory is accredited under ISO/IEC 17025:2017 and the ANAB National Accreditation Board Document AR 3125 Accreditation Requirements for Forensic Testing and Calibration (2023). Please note that ANAB is the only vendor that can accredit to this ANAB Program Document and ANAB has not given provision or license for any other vendor to use the ANAB Program. Neither can any other vendor continue accreditation under the ANAB Program from year-to-year during the four-year accreditation cycle.

Remaining accredited to this ANAB Program includes annual scheduled assessment activities and the payment for services rendered. If you have any questions, please feel free to contact me. Thank you.

Sincerely,

A handwritten signature in black ink that reads 'DAWyckoff'.

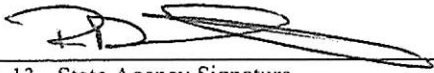
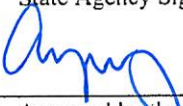
Donald A. Wyckoff
ANAB Proposal Analyst
dwyckoff@anab.org
(414) 501-5366

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 Safety, Division of State Police		1.2 State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3 Contractor Name ANSI National Accreditation Board, LLC		1.4 Contractor Address 1899 1189 L Street NW, Suite 1100-A Initial <u>RDL</u> Washington, DC 20036 Date <u>4/30/2026</u>	
1.5 Contractor Phone Number (414) 501-5373	1.6 Account Unit and Class 10 3130, 103	1.7 Completion Date 06/30/2030	1.8 Price Limitation \$75,560.00 Not to Exceed
1.9 Contracting Officer for State Agency Tammy Holso		1.10 State Agency Telephone Number (603) 223-8355	
1.11 Contractor Signature  Date: <u>4/17/26</u>		1.12 Name and Title of Contractor Signatory <u>R. Douglas Leonard Jr., Exec. Director</u>	
1.13 State Agency Signature  Date: <u>5/11/26</u>		1.14 Name and Title of State Agency Signatory <u>Amy L. Newbury, Director of Administration</u>	
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: <u>/s/ Colin Carroll, Esq.</u> Director, On <u>07/10/2026</u>			
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 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**

Terms and Conditions for Accreditation – Governmental Entities			
AG 1008-G	Authority: Executive Director	Effective: 2024/04/03	

These terms and conditions (AG 1008-G) form part of, and are deemed incorporated in, the State of New Hampshire (the “Agreement”) between the ANSI National Accreditation Board, LLC (ANAB) and the Department of Safety, Division of State Police (“Customer”).

The ANSI National Accreditation Board, LLC (ANAB), a limited liability company, is a non-governmental organization and a wholly-owned subsidiary of the American National Standards Institute, Inc. (ANSI). Consistent with ANSI’s nonprofit mission to administer procedures and criteria for accreditation of conformity assessment programs and to encourage organizations to prepare and submit such programs for accreditation, ANAB provides accreditation services and training to public- and private-sector organizations that serve the global marketplace. ANAB assesses and accredits organizations (i.e., conformity assessment bodies or “CABs”) to international and domestic standards, requirements, and other programs (“Programs”). ANAB provides accreditation based on a wide-ranging portfolio of ISO standards, ANSI standards, and other industry standards and requirements applicable to the Programs, including those described at [About ANAB](#).

As a condition of using ANAB for accreditation services, Customer agrees to all the terms and conditions in this AG 1008-G, which shall govern the responsibilities, obligations, and rights of the Customer and ANAB (collectively, “Parties,” and each a “Party”).

1. Accreditation Requirements

- 1.1. The Customer acknowledges that it has obtained and will conform to the requirements for accreditation as defined by ANAB for the accreditation Programs for which the Customer has applied and seeks to be accredited (“Requirements”) and agrees it shall meet the terms and conditions of this AG 1008-G.

2. Responsibilities and Obligations of the Customer

- 2.1. The Customer agrees that it is a legal entity, complies with all applicable laws and regulations, and maintains the appropriate resources to supply services within the scope of accreditation.
- 2.2. The Customer agrees to fulfill continually the Requirements.
- 2.3. The Customer agrees to conform to changes in Requirements in accordance with the schedule (i.e., transition period) established and communicated by ANAB.
- 2.4. The Customer agrees that in order for the Customer to achieve and maintain accreditation for one or more of the Programs, ANAB will undertake, as appropriate, various assessment techniques that include but are not limited to a review and examination of relevant documents, records, and equipment; interviews with personnel; site visits; and witness assessments, some of which may be conducted remotely (see 2.5.1), and all of which may be performed as part of an assessment program for the applicable Programs or as part of an extraordinary assessment necessary to resolve a complaint or other matters that may affect the ability of the Customer to meet the Requirements (“Accreditation Activities”).

- 2.5. The Customer agrees to cooperate and provide assistance, including access to all premises, personnel, equipment, information, documents, and records necessary to enable ANAB to conduct the Accreditation Activities it deems necessary to verify fulfillment of the Requirements (including any changes to the Requirements).
- 2.5.1. The Customer agrees it shall cooperate with and assist ANAB when appropriate, taking into consideration Customer's requirements for maintaining security of Customer's information, in conducting Accreditation Activities via remote means, including but not limited to the use of information and communication technology (e.g., WebEx, Zoom, smart glasses, FaceTime, etc.) to perform entirely remote assessments and hybrid remote and on-site assessments.
- 2.5.2. The Customer agrees it shall cooperate with and assist ANAB in monitoring and observing, including via remote means when such means are utilized, ANAB's assessors while conducting Accreditation Activities.
- 2.5.3. The Customer agrees it shall cooperate with and assist ANAB in witnessing, including via remote means when such means are utilized, the Customer while conducting conformity assessment activities; in this regard, the Customer shall have a legally enforceable arrangement with each client that commits to allow ANAB to witness where appropriate (including via remote means) the Customer carrying out conformity assessment activities at such client's site(s).
- 2.5.4. The Customer agrees it shall cooperate with and assist ANAB in accessing documents and conducting Accreditation Activities that provide insight on the Customer's level of independence from and impartiality with other bodies.
- 2.6. The Customer agrees it shall maintain impartiality and integrity for all services provided under its accreditation granted by ANAB.
- 2.7. The Customer acknowledges that there is no guarantee that accreditation will be granted by ANAB or that accreditation will be continued if the Customer is unable to demonstrate or maintain conformance to the applicable Requirements.
- 2.8. The Customer agrees to maintain requested information in ANAB databases.
- 2.9. The Customer agrees to notify ANAB within 30 days of significant or material changes or impacts to its management system or organization, or changes or events significantly affecting the Customer's accreditation by ANAB ("Change"), including the following:
- Legal, commercial, ownership, or organizational status
 - Organization, top management, or key personnel
 - Main policies, processes, and procedures
 - Resource and location
 - Scope of accreditation
 - An audit, investigation, complaint or finding by any public authority or other regulatory body regarding whether Customer has engaged in misconduct, fraudulent activity or otherwise violated a law or regulation
 - Other matters that will affect the Customer's ability to meet the Requirements
- 2.9.1. In the event of a Change, the Customer agrees to allow ANAB to conduct Accreditation Activities deemed appropriate at intervals defined by ANAB.
- 2.10. If applicable, the Customer shall grant ANAB the right to verify the competence of persons to whom and organizations to which ANAB-accredited work has been outsourced.

- 2.11. The Customer agrees to not expose assessors or others representing ANAB to unsafe working conditions or environments.
- 2.12. The Customer agrees to disclose to ANAB any and all accreditations that have been denied to or withdrawn from Customer. Subject to the Customer's written consent, ANAB may contact any accreditation body by which the Customer is or had been accredited and may receive confidential information relevant to the Customer's accreditation, if applicable.
- 2.13. The Customer agrees to assist ANAB in the investigation and resolution of any accreditation-related complaints about the Customer, and provide ANAB all relevant documentation, including documentation that describes the Customer's process for handling and actions taken to resolve such complaints.
- 2.14. [INTENTIONALLY LEFT BLANK].
- 2.15. [INTENTIONALLY LEFT BLANK].
- 2.16. The Customer acknowledges that ANAB has to meet certain requirements in order to provide accreditation services that meet international recognition or other programmatic requirements. The Customer agrees that, in meeting those requirements, ANAB may provide access to the Customer's accreditation records to any international accreditation cooperative of which ANAB is a member, or to other relevant oversight bodies and scheme owners (such as the U.S. Department of Defense, aerospace OEMs for aerospace management systems, Verified Carbon Standard, Green Electronic Council for accreditation under EPEAT, The NELAC Institute, U.S. Food and Drug Administration for accreditation under FSMA, etc.) that have signed appropriate confidentiality agreements with ANAB or have requirements within their programs to acquire and appropriately protect from disclosure such confidential information. Notwithstanding anything to the contrary herein, ANAB will comply with the Customer's requirements for maintaining security of Customer's information. The Customer agrees that ANAB must retain certain Customer records to meet international recognition and other programmatic requirements, and ANAB shall retain Customer records beyond the termination of this Agreement.
- 2.17. [INTENTIONALLY LEFT BLANK].
- 2.18. The Customer agrees that it shall claim accreditation only for the scope of accreditation for which it has a valid certificate of accreditation and may reproduce any valid certificate of accreditation and associated scope of accreditation issued by ANAB, and may produce a final assessment report issued by ANAB, but may only produce any such documentation in its respective entirety. The customer agrees that ANAB continues to own and control any accreditation certificate and associated scope of accreditation issued under this Agreement.
- 2.19. [INTENTIONALLY LEFT BANK].
- 2.20. [INTENTIONALLY LEFT BANK].
- 2.21. The Customer shall adhere to the [ANAB Policy on Use of ANAB Accreditation Symbols and Claims of Accreditation Status \(PR 1018\)](#).
- 2.22. The Customer agrees ANAB has the right to withdraw use of the ANAB Accreditation Symbol by the Customer for cause. The Customer agrees to withdraw or rectify to the satisfaction of ANAB misleading or incorrect references to its ANAB accreditation upon notification by ANAB and agrees not to use its accreditation in any way that would disparage ANAB or bring ANAB into disrepute.
- 2.23. The Customer agrees that it shall, in accordance with Requirements, promptly inform its affected clients if the Customer's accreditation is suspended, reduced in scope, or withdrawn.

3. Responsibilities and Obligations of ANAB

- 3.1. ANAB shall determine in its sole discretion whether the Customer meets and continues to meet ANAB Requirements.
- 3.2. ANAB shall make available to the Customer at the Customer's request the appropriate Requirements if not already publicly available or restricted from distribution (e.g., copyright protected).
- 3.3. ANAB shall give due notice of any changes to its Requirements and of the transition period by which the Customer shall conform to the new Requirements.
- 3.4. All persons ANAB assigns to conduct the accreditation services under this Agreement will be employees, agents or independent contractors of ANAB that have the skills needed to perform the services and have agreed to maintain the confidentiality of information in accordance with the Customer's requirements.
- 3.5. Upon successful fulfillment of the Requirements by the Customer, ANAB shall deliver to the Customer ANAB's certificate of accreditation, including the scope of accreditation, and provide the Customer with a copy of the applicable accreditation symbol for use by the Customer in accordance with 2.18 through 2.22.
- 3.6. If ANAB becomes aware of and deems credible evidence of the Customer engaging in fraudulent behavior, including the intentional concealment or provision of false information material to the accreditation, or the deliberate violation of the Requirements, ANAB will reject or withdraw the application, terminate the assessment, and/or initiate the process for withdrawal of accreditation, as applicable.
- 3.7. In the event the Customer improperly uses ANAB's name or trademark or in the event ANAB determines that the Customer is not meeting its obligations under this Agreement, ANAB shall have the right upon written notice to the Customer to:
 - a. Suspend all or part of its Accreditation Activities until the Customer conforms with its obligations.
 - b. Withdraw the Customer's ANAB certificate of accreditation.
 - c. Require the Customer (temporarily or permanently) to cease using in any manner the certificate of accreditation, including the scope of accreditation, the accreditation symbol, and/or applicable mark.
 - d. Refuse to issue a certificate of accreditation and/or scope of accreditation to the Customer.
 - e. Require corrective action.
 - f. Publish the Customer's transgression.
 - g. Take other legal action.

In the event ANAB takes any of the foregoing actions, ANAB shall not be required to reimburse any fees or monies paid by the Customer.
- 3.8. ANAB shall make publicly available information about the Customer's current accreditation status including the following:
 - Name and location of the Customer.
 - Dates of granting accreditation and expiration date.
 - Scope of accreditation.
 - Suspension or withdrawal of accreditation.
- 3.9. ANAB acknowledges that the customer may be required to disclose Confidential Information to an administrative agency or governmental body, or as required by applicable regulatory or professional standards.

- 3.9.1 ANAB agrees that, in meeting those requirements, the customer may provide access to the ANAB accreditation records to specific entities, that have signed appropriate confidentiality agreements with the customer or have requirements within their programs or regulations to acquire and appropriately protect from disclosure such confidential information.

4. Confidentiality

- 4.1. [INTENTIONALLY LEFT BLANK].
- 4.2. Confidential Information shall not include the accreditation information made publicly available by ANAB pursuant to 3.8.
- 4.3. This AG 1008-G is proprietary and copyright protected.

5. Term and Termination

- 5.1. [INTENTIONALLY LEFT BLANK].
- 5.2. The Customer agrees that ANAB, at its sole discretion, may terminate the Customer's application for accreditation services at any time in the application process.
- 5.3. [INTENTIONALLY LEFT BLANK].
- 5.4. Either Party may terminate this Agreement for cause at any time if the other Party has materially breached one or more of the terms or conditions of this Agreement; such termination for breach becomes effective immediately upon issuance of written notice specifying the reasons for termination.
- 5.5. [INTENTIONALLY LEFT BLANK].
- 5.6. Termination shall not (a) relieve the Parties of any obligations and commitments to third parties; or (b) relieve the Parties of their respective obligations to maintain confidentiality.
- 5.7. [INTENTIONALLY LEFT BLANK].

6. Dispute Resolution, Warranties, and Liability

- 6.1. Appeals of ANAB accreditation decisions and challenges to nonconformities are not covered by the dispute resolution process of this Agreement and are instead governed by ANAB procedures specifically applicable to such appeals and challenges.
- 6.2. [INTENTIONALLY LEFT BLANK].
- 6.3. [INTENTIONALLY LEFT BLANK].
- 6.4. [INTENTIONALLY LEFT BLANK].
- 6.4.1. [INTENTIONALLY LEFT BLANK].
- 6.5. In no event shall ANAB be liable for the manner in which the Customer operates its own business or have any obligation for or assume any duty to the Customer's clients or any other third parties.
- 6.6. [INTENTIONALLY LEFT BLANK].

- 6.7. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT FOR ACTS OF FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOST TIME, OR GOODWILL, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.
- 6.8. ANAB shall perform Accreditation Activities in a professional manner consistent with current ANAB Requirements.
- 6.9. ANAB and the Customer are independent parties, and nothing set forth in this Agreement creates a joint venture, partnership, or other concerted activity.
- 6.10. This Agreement does not constitute a release, surrender, or license by either Party of any of its rights or ownership, including but not limited to, its marks, copyrights, or documents.
- 6.11. Customer represents and warrants that neither it nor any of its employees is a person or entity with whom U.S. entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order or other governmental action.

7. General

- 7.1. Notice: The Parties shall give all notices provided for in this Agreement in writing, sent by electronic means. The Customer shall address notice to their ANAB management contact. ANAB shall address notice to the Customer by using the contact information on file with ANAB. Notice will be effective two calendar days after the notifying Party transmits the written notice as prescribed here.
- 7.2. Non-Waiver: The exercise of one right or remedy hereunder will not constitute an election or preclude either Party from exercising or pursuing all other rights or remedies available to them under the law or as provided herein. The failure of either Party at any time to require performances by the other Party of any provision hereof will in no way affect the right to require such performance at any time thereafter, nor will a waiver by either Party or a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision, or constitute a waiver of the provision itself.
- 7.3. Assignment: Neither Party may assign this Agreement, any rights hereunder (including but not limited to any right the Customer has to use the ANAB accreditation symbol or claim ANAB accreditation) or any interest herein without the prior written consent of the other.
- 7.4. [INTENTIONALLY LEFT BLANK].
- 7.5. Severability: Whenever possible, each provision of the Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any portion of any provision of the Agreement should be found prohibited, void, or invalid under applicable law, such provisions shall be ineffective only to the extent of such prohibition, voidness, or invalidity without affecting the enforceability of the remainder of such provision or the remaining provisions of this Agreement.
- 7.6. [INTENTIONALLY LEFT BLANK]

The remainder of the page intentionally left blank.

EXHIBIT B
SCOPE OF SERVICES

The State of New Hampshire, Department of Safety, Division of State Police (State) is contracting with ANSI National Accreditation Board, LLC (ANAB) (Contractor) to provide audits, inspections, and certification of the New Hampshire State Police Forensic Laboratory.

The contract will become effective upon Governor and Council approval for the period July 1, 2026 through June 30, 2030.

Scope of Work

ISO/IEC 17025 Assessment

August 2026

Eight (8) assessors on-site between two (2) and three (3) days with a day for travel.

QAS Audit

Part of the assessment

Two (2) assessors on-site three (3) days with a day for travel.

ISO/IEC 17025 Surveillance Document Review

August 2027

ISO/IEC 17025 Surveillance Assessment

August 2028

Three (3) assessors on-site two (2) days with a day for Travel

QAS Audit

August 2028, concurrent with surveillance visit.

Two (2) assessors on-site three (3) days with a day for travel. The Team Leader will also remain on-site for a day.

ISO/IEC 17025 Surveillance Document Review

August 2029

2029 Annual Accreditation

The remainder of the page intentionally left blank.

**EXHIBIT C
PRICING AND PAYMENT TERMS**

The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. The Contractor shall only submit invoices for Services as permitted by the Agreement and identified in the pricing table below. Invoices must contain detailed information, include itemization of identification of the service for which payment is sought, and the Acceptance date triggering such payment.

Upon Acceptance of a Service, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched. The Contractor agrees not to exceed the contract total of \$75,560.

Service	Price
ISO/IEC 17025 Assessment August 2026	\$29,000
Eight (8) assessors on-site between two (2) and three (3) days with a day for travel.	
QAS Audit	\$6,500
Part of the assessment	
Two (2) assessors on-site three (3) days with a day for travel.	
2026 Annual Accreditation Fee	\$5,140
ISO/IEC 17025 Surveillance Document Review August 2027	\$1,000
2027 Annual Accreditation Fee	\$5,140
ISO/IEC 17025 Surveillance Assessment August 2028	\$9,000
Three (3) assessors on-site two (2) days with a day for Travel	
QAS Audit	\$8,500
August 2028, concurrent with surveillance visit.	
Two (2) assessors on-site three (3) days with a day for travel. The Team Leader will also remain on-site for a day.	
2028 Annual Accreditation Fee	\$5,140
ISO/IEC 17025 Surveillance Document Review August 2029	\$1,000
2029 Annual Accreditation Fee	\$5,140
Total	\$75,560

Invoices shall be sent to:

State of New Hampshire
Accounts Payable
33 Hazen Drive
Concord, NH 03305

OR via e-mail to:

accountspayable@dos.nh.gov

Payments shall be made via ACH. Enroll with the State Treasury for ACH payment. [Enroll with the State Treasury for ACH payments](#)

State of New Hampshire

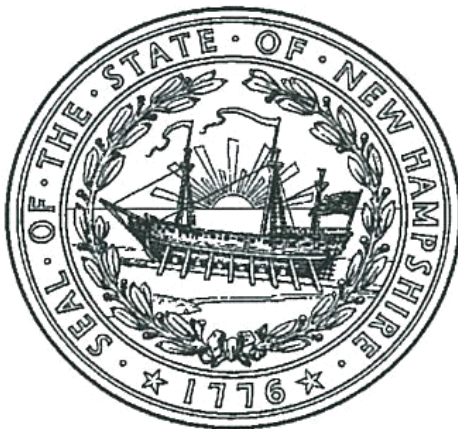
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ANSI NATIONAL ACCREDITATION BOARD LLC is a Wisconsin Limited Liability Company registered to transact business in New Hampshire on June 22, 2016. 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: **746585**

Certificate Number: **0007919548**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of April A.D. 2026.

A handwritten signature in black ink, appearing to read "David M. Scanlan", written over a horizontal line.

David M. Scanlan
Secretary of State



PATRICIA A. GRIFFIN
VICE PRESIDENT AND
GENERAL COUNSEL

Tel: 212.642.4954
Email: pgriffin@ansi.org

April 16, 2026

Re: CERTIFICATE OF SIGNATURE AUTHORITY

I, Patricia A. Griffin, hereby certify the following:

1. I am the Senior Vice President and General Counsel of the American National Standards Institute, Inc. (ANSI), a New York not-for-profit corporation. The ANSI National Accreditation Board, LLC (ANAB) is a Wisconsin Limited Liability Company that is wholly-owned by ANSI. In this regard, ANSI is the sole member of ANAB.

2. Pursuant to ANAB's Amended and Restated Operating Agreement, which was adopted by ANSI and effective as of January 23, 2019, management of ANAB's business and affairs is vested in its Executive Director, who has authority, power and discretion to manage and control the day-to-day business and affairs of ANAB, including but not limited to the authority to enter into contractual relationships.

3. Effective November 21, 2022, and continuing to the present, R. Douglas Leonard Jr., was appointed by ANSI to serve as Executive Director of ANAB. Pursuant to that appointment, Mr. Leonard has the responsibility for the day-to-day management of ANAB and the authority to bind ANAB in contract with the State of New Hampshire.

Sincerely,

A handwritten signature in black ink, appearing to read "P. Griffin", with a stylized flourish at the end.

Patricia A. Griffin



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/2/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC One Jericho Plaza Suite 200 Jericho NY 11753	CONTACT NAME: Diana Bertoni PHONE (A/C, No, Ext): 516-745-0800 E-MAIL ADDRESS: diana_bertoni@ajg.com FAX (A/C, No): 516-745-0082												
INSURED ANSI National Accreditation Board LLC. 330 E. Kilbourne Avenue #925 Milwaukee, WI 53202	AMERNAT-13 INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: American Casualty Company of Reading, PA</td><td>NAIC # 20427</td></tr><tr><td>INSURER B: Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER C: Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER D: Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER E: Homeland Insurance Company of Delaware</td><td>38245</td></tr><tr><td>INSURER F: Valley Forge Insurance Company</td><td>20508</td></tr></table>	INSURER A: American Casualty Company of Reading, PA	NAIC # 20427	INSURER B: Continental Insurance Company	35289	INSURER C: Continental Casualty Company	20443	INSURER D: Federal Insurance Company	20281	INSURER E: Homeland Insurance Company of Delaware	38245	INSURER F: Valley Forge Insurance Company	20508
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INSURER E: Homeland Insurance Company of Delaware	38245												
INSURER F: Valley Forge Insurance Company	20508												

COVERAGES**CERTIFICATE NUMBER:** 1373786834**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
F	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y		C7063621254	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			7063915057	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CUE 7063621240	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	7063621268	1/1/2026	1/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F D E	Property - All Risks, RCV Crime Cyber Liability			C7063621254 82120945 720003559-0000	1/1/2026 1/1/2026 1/1/2026	1/1/2027 1/1/2027 1/1/2027	Bus Pers Property Client Property Cover Policy Aggregate Various \$1,000,000 \$2,000,000

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

General Liability Blanket Additional Insured and Waiver of Subrogation form # CNA74902 NY (8-15); Business Auto Blanket Additional Insured form #SCA 23 500 B31 (12-2011); Business Auto Waiver of Subrogation form #CA0444 1013; Workers Compensation Waiver of Subrogation form #WC 00 03 13 (04-1984). All offices of the Named Insured are covered by the insurance listed on this certificate of insurance. Additional Insured: N.H. Department of Safety Division of State Police.

CERTIFICATE HOLDER**CANCELLATION**

N.H. Department of Safety
Division of State Police
33 Hazen Drive
Concord NH 03305

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

AUTHORIZED REPRESENTATIVE

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