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The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

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July 17, 2023

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into a contract with Absolute Resource Associates, LLC of Portsmouth, NH (VC # 159136-B001), in the amount of \$1,592,875, to provide sampling containers, and laboratory analytical services for NHDES programs, effective upon Governor & Council (G&C) approval through June 30, 2025. Funding is 19% Federal, 68% Other, and 13% General Fund.

Funding is available in the accounts listed below with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office, if needed and justified.

Dept. of Environmental Services Account No. 03-44-44	FY 2024	FY 2025	TOTAL
442010-1435-102-500731 Sludge Analysis Fund, Contract for Program Services	\$15,000	\$15,000	\$30,000
442010-5315-102-500731 Septage Management Fund, Current Expenses	\$20,000	\$20,000	\$40,000
444010-5392-102-500731 Hazardous Waste Cleanup Fund, Contract for Program Services	\$3,000	\$3,000	\$6,000
444010-2589-102-500731 CERCLA Maintenance, Contract for Program Services	\$103,000	\$111,000	\$214,000
444010-2590-102-500731 CERCLA Program, Contract for Program Services	\$243,875	\$60,000	\$303,875
444010-8893-102-500731 MtBE Remediation, Contract for Program Services	\$220,000	\$220,000	\$440,000
444010-7428-102-500731 Drinking Water/Groundwater Trust Fund, Contract for Program Services	\$278,000	\$278,000	\$556,000
441018-4788-102-500731 Clean Water SRF Administration, Current Expense	\$1,500	\$1,500	\$3,000
TOTALS:	\$884,375	\$708,500	\$1,592,875

EXPLANATION

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

Sludge, septage, and wastewater samples collected from active wastewater treatment plants and collections systems, as well as other sludge, septage, and soil samples will be analyzed to evaluate whether land application of wastewater treatment plant sludges or domestic septage have impacted local groundwater and drinking water quality and whether revisions to the land application rules and procedures are necessary. The results of these analyses will satisfy sampling requirements set forth under RSA 485-a and help identify impacted water supplies so that corrective actions can be implemented in a timely manner.

Soil, sediment, groundwater, drinking water, and surface water samples are collected at CERCLA sites to investigate source areas, assess the extent of contaminants, and evaluate attenuation trends during investigation, remediation, and long-term monitoring programs. The analyses for Industrial Pretreatment will allow the NHDES to comply with the *Agreement for the Treatment of Dummer Yard Leachate* entered into between the NHDES and the City of Berlin, NH on April 23, 2007. Volatile organic compound (VOC) analyses will be performed on samples collected statewide to continue assessment and monitoring of methyl tert-butyl ether (MtBE) impacts to drinking water supply wells. A standard drinking water analysis will also be collected at all private wells sampled for VOCs. The standard analysis will analyze for the most common naturally occurring contaminants, such as arsenic and uranium.

NHDES issued a Request for Proposals on April 28, 2023 that included a requirement for submission of a qualifications package as well as analysis pricing. The Request for Proposals was posted on the Department of Administrative Services' Procurement and Support Services website and a link to the website posting was emailed out to three laboratories comprising the current contract laboratory and the previous two contract laboratories.

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

The contract has been approved by the Department of Justice as to form, substance, and execution. We respectfully request your approval.


Robert R. Scott, Commissioner


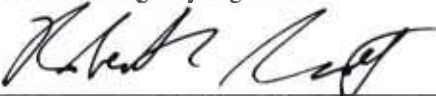

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address PO Box 95, 29 Hazen Drive Concord, NH 03302-0095	
1.3 Contractor Name Absolute Resource Associates, LLC		1.4 Contractor Address 124 Heritage Ave. #16 Portsmouth, NH 03801	
1.5 Contractor Phone Number (603) 436-2001	1.6 Account Unit and Class -various-	1.7 Completion Date 6/30/2025	1.8 Price Limitation \$1,592,875
1.9 Contracting Officer for State Agency Michael Summerlin		1.10 State Agency Telephone Number 603-271-3649	
1.11 Contractor Signature  Date: 7/15/23		1.12 Name and Title of Contractor Signatory Susan C. Sylvester, President	
1.13 State Agency Signature  Date: 7/24/23		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 7/25/23			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials
Date 7/15/23

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

Contractor Initials SS
Date 7/15/03

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

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

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

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

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

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

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

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

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

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

Contractor Initials LS
Date 7/15/23

EXHIBIT A

SPECIAL PROVISIONS

Volume of Work

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

EXHIBIT B

SCOPE OF SERVICES

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

1. Contractor shall, at the request of the NHDES, perform analytical services, as necessary, to identify and quantify toxic substances, hazardous constituents, or hazardous characteristics in aqueous, sediment, air, soil, solid waste, hazardous waste, wastewater, sludge, septage, or leachate samples, or to identify and quantify, per sludge management rule Env-Wq 800, regulated contaminants in biosolids, sludge, and septage samples, as specified in Sections A, B, C, and Attachment 2 of this Exhibit B, each of which and along with Exhibits A and C are all incorporated herein by reference as if fully set forth herein.
2. The chain-of-custody form, completed by the NHDES or its consultant contractor, acts as the work order for laboratory analytical services, specifying the analyses to be performed and entity(-ies) to whom the results and invoice shall be provided.
3. Contractor shall accept chain-of-custody forms that are developed by NHDES or for NHDES by their consultant contractors.
4. Contractor shall follow and maintain industry standard chain-of-custody procedures.
5. Contractor shall perform all analyses requested by the NHDES. If Contractor's laboratory sample capacity precludes Contractor from analyzing the requested samples within hold times, Contractor, upon NHDES approval, may sub-contract the samples to another qualified laboratory for analysis at no additional cost to the NHDES.
6. Contractor shall provide materials such as sample containers, coolers, preservatives, sample container labels, chain-of-custody forms, field blanks, trip blanks, and air sampling media for collecting the samples. The containers shall be clean and conform to the EPA quality control requirements and procedures, including preservation in accordance with applicable methodology. When requesting sampling equipment, NHDES will specify the number of trip blanks and field blanks required (i.e., such blanks may not be required by NHDES even if the analytical method requires them). When deliveries or pickup will be at NHDES, 29 Hazen Drive, Concord, NH, the sample containers must be dropped off and picked up between 8:00 AM and 4:00 PM, Monday through Friday, unless otherwise agreed.
7. Contractor shall provide as-needed consultation and technical support on collection methods and interpretation of reports at no additional cost to NHDES.
8. Contractor shall pick up samples using their courier upon request by the NHDES at no additional cost to NHDES. Sample transport shall be in iced containers and follow all EPA protocols for sample transport, including custody seals and chain-of-custody. For samples determined to be priority samples by NHDES, Contractor shall conduct pick-ups no later than twenty-four hours after request by NHDES (or their consultant contractor). Standard notification by NHDES of the need for sample pick-up by the laboratory will be not less than two business days in advance.

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

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

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

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

12. Contractor shall perform expedited analyses on certain samples, as determined by NHDES. For 24-hour turn-around, verbal results are acceptable but shall be followed by e-mailed written reports within three business days of receipt of such samples. For 3-day turn-around, e-mailed written reports within three business days of receipt of such samples are required.

13. Contractor shall retain and store samples at 4°C until such time as they are disposed in accordance with method hold times and established laboratory policy, unless specifically requested by NHDES to retain samples for a longer period of time or return samples to NHDES under chain-of-custody. Contractor shall be responsible for the disposal of samples at no additional cost to the NHDES. Such disposal shall be conducted in accordance with all applicable federal and state regulations adopted pursuant to the federal Resource Conservation and Recovery Act and NH RSA 147-A and applicable statutes in the sub-contract laboratory's home state.

14. Contractor shall perform all Quality Assurance/Quality Control (QA/QC) measures as per the requested method and per TNI standards. Full documentation of QA/QC is not required with the final data package unless specified by NHDES in advance of sample submission.

15. Contractor shall make available QA/QC data at the request of the NHDES. This information must be retrievable from Contractor's Laboratory Information Management System for a period not less than five years and be available at no additional cost to the NHDES for inspection at any time by the NHDES and the EPA. Contractor shall be subject to any Quality Assurance/Quality Control audits and inspections by the NHDES. Contractor shall provide clarifications and details on analytical methods and reported data, as requested by the NHDES staff or program contact submitting the sample for analysis.

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

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

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

19. Contractor will analyze samples for PFAS by the following analytical methods / approaches, with the minimum analyte lists shown in "Attachment 2 to Request for Proposals – Laboratory Analytical Services":

- a. USEPA Method 537.1.
- b. USEPA Method 533.
- c. USEPA Draft Method 1633, Analysis of Per- and Polyfluoroalkyl Substances (PFAS) in Aqueous, Solid, Biosolids, and Tissue Samples by LC-MS/MS, June 2022, or later.
- d. LC-MS/MS analysis using isotope dilution following the protocols outlined in the USDoD/DOE Quality Systems Manual (QSM) for Environmental Laboratories Version 5.3 or later.
- e. LC-MS/MS analysis using isotope dilution following the protocols outlined in the USDoD/DOE QSM Version 5.3 or later, modified for a custom analytical suite.
- f. Total Oxidizable Precursor (TOP) Assay with pre- and post-oxidation samples analyzed using LC-MS/MS w/ isotope dilution following USDoD/DOE QSM 5.3 or later.

Contractor will report PFAS results along with the long name, abbreviated name, and associated CAS number of the compound analyzed on the written and EDD reports.

Reported PFAS results shall be to 3 significant figures.

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

20. For Section A and B analyses in this Exhibit B, Contractor shall list only reporting limits in the written (i.e., PDF) report and report estimated "J-Flag" detection values for all analyzed compounds down to the lowest detection limit achievable by the equipment used to process the sample; listing of method detection limits in the written report is not desired.

For Section C analyses in this Exhibit B, Contractor shall report both the reporting limits and the method detection limits in the written and electronic deliverables.

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

22. On occasion, the NHDES may require additional analyses for constituents or methods not listed in this Exhibit B. Upon request, Contractor may be asked to provide these analyses at a negotiated cost. NHDES reserves the right to specify a sub-contract laboratory for such analyses during the contract period.

23. All invoices must be submitted showing quantities and unit prices. Payment will be made no later than 30 days after completion of services or after an invoice has been received at the NHDES' business office, whichever is later. For analyses in Sections A and B of Exhibit B, invoices shall be per chain of custody sample delivery group and mailed or e-mailed by Contractor to the individual or program within NHDES submitting samples for analysis. For analyses in Section C of this Exhibit B, invoicing shall be no more frequently than once per week and no less frequently than once per month and include costs for all samples analyzed, itemized per lab ID number, for the respective period.

24. Additional provisions applicable only to Section C of this Exhibit B:

- a. Contractor shall become an authorized data provider with NHDES OneStop and provide all electronic data deliverables in a Microsoft Excel format that is compatible with the NHDES EMD reporting template. Data shall be uploaded to the NHDES EMD by the laboratory and the PDF version of the lab report shall be electronically submitted, i.e., via email, within ten working days after completion of the sample analyses. The Microsoft Excel documents that are used to upload data must not contain any abbreviations, omissions, or alterations of the information provided by NHDES to Contractor on the chain-of-custody form. The Excel template can be found on the NHDES website.
- b. When the sample is related to a public water system, as will be indicated by the chain of custody, Contractor shall, instead of uploading to the NHDES EMD, become a NHDES data provider and upload data electronically to the NHDES Drinking Water and Groundwater Bureau (DWGB) database using the electronic transfer application. This database has different requirements and procedures than reporting data into the EMD, which is used to house data not related to public water systems. An electronic data deliverable reported to DWGB for a public water system is considered to fulfill the electronic data deliverable reporting requirements to EMD as specified in item 24a, above. For more information on the DWGB database please contact NHDES at (603) 271-3139.
- c. Contractor shall report results for Group 2, Group 3, Group 4, and Group 6 of Section C of this Exhibit B in units that are compatible with the NHDES Be Well Informed web application.
- d. Private drinking water supply well data reports shall be issued separately from other private drinking water supply well data reports despite possibly being listed on the same chain-of-custody. However, they shall be aggregated for the purpose of invoicing as described in item 23 above.

- e. For purposes of the analyses in Section C, the "Expedited Turn-Around Cost" is for a 24-hour turnaround, as described above.

SECTION A.

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

I. Volatile Organic Compounds
SW-846 Test Method 8260

Price per Sample: \$ 90.00

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

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

Price per Sample: \$ 150.00

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

III. Metals
SW-846 Test Method 6000/7000 series

Price per Sample: \$ 100.00

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

IV. Polychlorinated Biphenyls
SW-846 Test Method 8082

Price per Sample: \$ 60.00

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

V. Additional Analyses

Price per Sample: \$ 110.00

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

VI. Dioxins

Price per Sample: \$ 570.00

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

VII. Enteric Virus

Price per Sample: \$ 780.00

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

VIII. Per- and Polyfluoroalkyl Substances (PFAS)
LC-MS/MS w/ isotope dilution following USDoD/DOE QSM 5.3 or later

Price per Sample: \$ 246.00

See specific compound list, with CAS numbers, attached (Attachment 2).

IX. Per- and Polyfluoroalkyl Substances (PFAS)
LC-MS/MS w/ isotope dilution following USDoD/DOE QSM 5.3 or later, custom analyte list

Price per Sample: \$ 246.00

See specific compound list, with CAS numbers, attached (Attachment 2).

X. Per- and Polyfluoroalkyl Substances (PFAS)
Total Oxidizable Precursor Assay, with pre- and post-oxidation samples analyzed using LC-MS/MS w/
isotope dilution following USDoD/DOE QSM 5.3 or later

Price per Sample: \$ 738.00

See specific compound list, with CAS numbers, attached (Attachment 2).

XI. Per- and Polyfluoroalkyl Substances (PFAS)
USEPA Draft Method 1633, Analysis of Per- and Polyfluoroalkyl Substances (PFAS) in Aqueous, Solid,
Biosolids, and Tissue Samples by LC-MS/MS, June 2022, or later

Price per Sample: \$ 468.00

See specific compound list, with CAS numbers, attached (Attachment 2).

SECTION B.

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

Analyte(s)	Matrix ⁷	Analytical Method ¹	Reporting Limits ²	Price per Sample
I. Waste Characterization				
Corrosivity/pH	aqueous/solid	SW-846 9040/9045		\$ 20
Ignitability	solid	SW-846 1010/1030		\$ 40
Flashpoint	aqueous	SW-846 1010		\$ 40
Reactivity (cyanide and sulfide)	solid	SW-846 Ch. 7		\$ 80
TCLP or SPLP ANALYSIS (Multi-phase TCLP samples incur 50% surcharge)				
Extraction for Volatiles (ZHE)	aqueous	SW-846 1311/1312		\$ 50
	solid			\$ 95
Extraction for SVOC, Metals, Pesticides, Herbicides	aqueous	SW-846 1311/1312		\$ 25
	solid			\$ 64
Analytical charges:				
Volatiles (no charge for VOC trip blanks)	aqueous	SW-846 8260		\$ 75
	solid			\$ 75
Semi-Volatiles	aqueous	SW-846 8270		\$ 168
	solid			\$ 168
Pesticides	aqueous	SW-846 8081		\$ 113
	solid			\$ 113
Herbicides (subcontract)	aqueous	SW-846 8151		\$ 210
	solid			\$ 210
RCRA 8 Metals (including % solids and digestion, as applicable)	aqueous	SW-846-6010/6020/7470/7471		\$ 74
	solid			\$ 74

Analyte(s)	Matrix ⁷	Analytical Method ¹	Reporting Limits ²	Price per Sample
II. Organic Analyses				
Waste Management Division's Full List of Analytes for Volatile Organics <i>(no charge for VOC trip blanks)</i>	drinking water	EPA 524.2	See Note 4	\$ 75
	groundwater	SW-846 8260		\$ 75
	solid	SW-846 8260 (MeOH only)		\$ 75
	solid	SW-846 8260 (Low soil & MeOH)		--
Volatiles (low level soil, e.g., bisulfate-preserved, freezing to -10C)	solid	SW-846 8260 (Low soil & MeOH)		--
Per- and Polyfluoroalkyl Substance (PFAS) <i>(All PFAS analyses except 537.1 and 533 subcontracted to BV/Maxxam.)</i>	drinking water	EPA 537.1 (Full List-18 compounds)	See Note 5	\$ 225
	groundwater	EPA 537.1 (Full List-18 compounds)		\$ 225
	drinking water	EPA 533 (Full List-25-compound List)		\$ 225
	groundwater	EPA 533 (Full List-25-compound List)		\$ 225
	aqueous			\$ 468
	solid	EPA 1633 (Full List-40-compounds)		\$ 468
	tissue			\$ 468
	aqueous	LC-MS/MS w/ isotope dilution following DoD/DOE QSM 5.3 or later		\$ 468
	solid	LC-MS/MS w/ isotope dilution following DoD/DOE QSM 5.3 or later		\$ 468
	aqueous	LC-MS/MS w/ isotope dilution following DoD/DOE QSM 5.3 or later, custom list		\$ 468
	solid	LC-MS/MS w/ isotope dilution following DoD/DOE QSM 5.3 or later, custom list		\$ 468
	aqueous	TOP Assay with pre- and post-oxidation samples analyzed using LC-MS/MS w/ isotope dilution following USDoD/DOE QSM 5.3 or later		\$ 738
solid	TOP Assay with pre- and post-oxidation samples analyzed using LC-MS/MS w/ isotope dilution following USDoD/DOE QSM 5.3 or later	\$ 738		
1,4-dioxane	drinking water	SW-846 8260 SIM	0.2 µg/L	\$ 58
	groundwater	SW-846 8260 SIM	0.2 µg/L	\$ 58
	solid	SW-846 8260	2.5 mg/kg	\$ 58

Analyte(s)	Matrix ⁷	Analytical Method ¹	Reporting Limits ²	Price per Sample
II. Organic Analyses (continued)				
Base Neutral/Acid Extractables	aqueous	SW-846 8270	<AGQS	\$ 168
	solid		<SRS	\$ 168
Acid Extractables	aqueous	SW-846 8270	<AGQS	\$ 137
	solid		<SRS	\$ 137
Base Neutral Extractables	aqueous	SW-846 8270	<AGQS	\$ 137
	solid		<SRS	\$ 137
Polynuclear Aromatic Hydrocarbons (8270's 17 compound list)	aqueous	SW-846 8270/8310	<AGQS	\$ 121
	solid		<SRS	\$ 121
Total Petroleum Hydrocarbons (Gasoline Range Organics-GRO)	aqueous	SW-846 8015D-GRO	50 µg/L	\$ 58
	solid		5 mg/kg dry	\$ 58
Addition of fingerprint to TPH-GRO	solid/oil/aqueous/etc.			\$ 126
Total Petroleum Hydrocarbons (Diesel Range Organics-DRO)	aqueous	SW-846 3510/8015D-DRO	0.2 mg/L	\$ 58
	solid	SW-846 8015D-DRO	5 mg/kg dry	\$ 58
Addition of fingerprint to TPH-DRO	solid/oil/aqueous/etc.			\$ 126
Organochlorine Pesticides	aqueous/solid	SW-846 8081		\$ 113
Organochlorine Pesticides & PCBs	aqueous/solid	SW-846 8081+8082		\$ 147
Organophosphorus Pesticides (subcontract to Eurofins)	aqueous/solid	SW-846 8141		\$ 160
Chlorinated Phenoxy Herbicides (subcontract to Eurofins)	aqueous/solid	SW-846 8151		\$ 210
PCBs	aqueous	SW-846 8082		\$ 63
PCBs	solid	SW-846 8082 (Soxhlet)		\$ 95
PCB homologs & congeners (all 209 congeners) (subcontract to Eurofins)	aqueous/solid	EPA Method 8270-SIM/680M	0.01 µg/L / 0.01 mg/Kg	\$ 750
PCBs in Oil	oil	SW-846 8082	2 mg/kg dry	\$ 63
PCBs on Wipes/Filter	wipes/Filter	SW-846 8082		\$ 63
PCBs in tissue (subcontract to Eurofins)	tissue	SW-846 8082		\$ 186

Analyte(s)	Matrix ⁷	Analytical Method ¹	Reporting Limits ²	Price per Sample
II. Organic Analyses (continued)				
Dioxins/Furans (2378-TCDD only)	aqueous/solid	EPA 1613 / SW-846 8290		\$ 570
Dioxins/Furans (2378-TCDD plus full list with TEQs)	aqueous/solid	EPA 1613 / SW-846 8290		\$ 930
Polychlorinated Dibenzo-p-Dioxins and Polychlorinated Dibenzofurans	aqueous/solid	EPA 1613 / SW-846 8280 or 8290		\$ 930
Alcohols (provide list with proposal)	aqueous/solid	SW-846 8015	5 mg/L / 10 mg/kg	--
Glycols (incl. Ethylene Glycol, provide list with proposal)	aqueous/solid	SW-846 8015	10 mg/L / 1 mg/kg	--
Formaldehyde	solid	EPA 1667/ SW-846 8315	0.5 mg/kg	\$ 270
	aqueous	EPA 1667/ SW-846 8315	50 µg/L	\$ 270
Hexane Extractable Material	aqueous/solid	EPA 1664		\$ 70
Total Organic Halide (TOX)	aqueous	SW-846 9023		\$ 93
	solid			\$ 177
Total Organic Carbon	aqueous	SM 5310	1 mg/L	\$ 40
	soil/sediment	EPA-Lloyd Khan (2-reps)	1,000 mg/kg	\$ 75
Dissolved Organic Carbon	aqueous	SM 5310/ 9060	0.5 mg/L	\$ 40
Volatile Fatty Acids	aqueous			\$ 250
caffeine	aqueous	SPE by LC-MS-MS	10 ng/L	--
Acesulfame K	aqueous	SPE by LC-MS-MS	20 ng/L	--
Carbon dioxide	aqueous	SM 4500	2 mg/L	--
methane, ethane, ethene	aqueous	EPA RSKSOP-175 or 8015 mod	2, 0.5, 0.5 µg/L	\$ 105
VOCs in air (Tedlar Bags)	air	TO-1/TO-15		--
VOCs in air (includes summa can, flow controller and all costs)	air	TO-15		--

Analyte(s)	Matrix ⁷	Analytical Method ¹	Reporting Limits ²	Price per Sample
III. Inorganic Analyses				
Priority Pollutant 13 Metals (including % solids and digestion, as applicable)	aqueous	SW-846-6010/6020/7470/7471		\$ 105
	solid			\$ 105
Target Analyte List (23) Metals (including % solids and digestion, as applicable)	aqueous	1		\$ 131
	solid			\$ 131
Total As, Mn	aqueous	SW-846 6020B		\$ 37
Total As, Pb, Mn, Ni	aqueous	EPA Method 6020B		\$ 65
Total As, Fe, Mn, % solid	solid	EPA Method 6020B		\$ 51
Total As, Fe, Mn, Hardness	aqueous	EPA Method 6020B		\$ 74
Total As, Fe, Mn	aqueous	EPA Method 6020B		\$ 51
Total As, Cd, Cr, Pb, Mn, Ni	aqueous	EPA Method 6020B		\$ 74
Dissolved Mn + Fe	aqueous	EPA Method 200.8		\$ 28
Dissolved As, Fe, Mn	aqueous	EPA Method 6020B		\$ 42
Total and Amenable Cyanide	aqueous	SW-846 9010, 9012, or 9014	0.02 mg/L	\$ 40
	solid		0.5 mg/kg	\$ 40
digestion, per sample		SW-846 3050 / EPA 200.8		\$ 9
% moisture / % solids	solid	SM 2540G		no charge
Individual metals (including % solids and digestion, as applicable):				
iron	aqueous	SW-846 6010 or 6020	0.05 mg/L	\$ 23
	solid		20 mg/kg dry	\$ 23
lead	aqueous	SW-846 6010 or 6020	0.005 mg/L	\$ 23
	solid		2.5 mg/kg dry	\$ 23
selenium	solid	SW-846 6010 or 6020	5 mg/kg dry	\$ 23
arsenic	aqueous (dw)	EPA Method 200.8	<0.005 mg/L	\$ 23
	aqueous	SW-846 6010 or 6020	<0.005 mg/L	\$ 23
	soild		2 mg/kg dry	\$ 23

Analyte(s)	Matrix ⁷	Analytical Method ¹	Reporting Limits ²	Price per Sample
III. Inorganic Analyses (continued)				
<i>Individual metals (including % solids and digestion, as applicable) (continued) :</i>				
cadmium	aqueous	SW-846 6010 or 6020	0.001 mg/L	\$ 23
chromium	aqueous	SW-846 6010 or 6020 or 218.6/ 218.7	0.01 mg/L	\$ 23
chromium, hexavalent	solid	SW-846 6010/7196	1 mg/kg	\$ 95
manganese	aqueous	SW-846 6010 or 6020	0.01 mg/L	\$ 23
	solid		5 mg/kg dry	\$ 23
nickel	aqueous	SW-846 6010 or 6020	0.01 mg/L	\$ 23
aluminum	aqueous	SW-846 6010 or 6020	0.01 mg/L	\$ 23
mercury	solid	SW-846 7470 or 7471	0.1 mg/kg dry	\$ 25
other metals (each)	aqueous	SW-846 6010 or 6020		\$ 23
	solid			\$ 23
Perchlorate (subcontracted)	aqueous	EPA 332.0	0.05 µg/L	\$ 180
Methylene Blue Active Substance (MBAS)	aqueous/solid	SM 5540	0.05 µg/L	\$ 95
Total Phenols	aqueous/solid	EPA 9065	0.03 mg/L	\$ 45
Total Sulfur (subcontracted)	aqueous/solid	EPA 6010	0.25 mg/L	\$ 114
chloride	aqueous	EPA 300.0	0.5 mg/L	\$ 15
nitrate (NO ₃)	aqueous	EPA 300.0	0.1 mg/L	\$ 15
nitrite (NO ₂)	aqueous	EPA 300.0	0.1 mg/L	\$ 15
nitrate/nitrite	aqueous	EPA 300.0	0.1 mg/L	\$ 15
Total Kjeldahl Nitrogen	aqueous	SM 4500 or ASTM	0.3 mg/L	\$ 55
sulfate	aqueous	EPA 300.0	0.5 mg/L	\$ 15
sulfide	aqueous	SM 4500	0.1 mg/L	\$ 35
Total phosphorous (TPHOS)	aqueous	EPA 365.1 or 365.3	0.01 mg/L	\$ 35
ortho-phosphate	aqueous	Method 300	0.005 mg/L	\$ 15

Analyte(s)	Matrix ⁷	Analytical Method ¹	Reporting Limits ²	Price per Sample
III. Inorganic Analyses (continued)				
hydrogen	aqueous		0.2 ppm	\$ 10
viscosity	aqueous	ASTM D445		--
specific gravity	aqueous	ASTM D287		--
alkalinity	aqueous	SM 2320B	5 mg/L	\$ 25
hardness	aqueous	SM 2340	3 mg/L	\$ 37
grain size (sieve analysis only)	solid	ASTM D6913		\$ 130
grain size (sieve and hydrometer)	solid	ASTM D6913/D7928		\$ 165
Asbestos - PLM	bulk material	EPA 600/R-93/116	<1%	\$ 25
Asbestos - TEM confirmation of negative PLM	bulk material	EPA 600/R-93/116	<1%	\$ 70
Asbestos - PLM	soil	CARB 435		\$ 70
Asbestos - PLM/TEM	soil	ASTM D7521-16		\$ 310
Asbestos - FBAS/TEM	soil		0.005% by wt.	\$ 310
Carbonaceous Biochemical Oxygen Demand, (cBOD ₅), mg/L	aqueous	SM 5210B	2 mg/L	\$ 55
Chemical Oxygen Demand	aqueous	410.4, SM5220D		\$ 35
Bicarb alkalinity	aqueous			\$ 25
Carbon dioxide	aqueous	SM4500CO2-D		\$ 25
Calcium	aqueous			\$ 23
Magnesium	aqueous			\$ 23
Potassium	aqueous			\$ 23
Sodium	aqueous			\$ 23

Item		Price	
IV. Miscellaneous			
PFAS-free water (volume: 0.5L) (no certificate of analysis)		price per volume: \$ 50	
PFAS-free water (volume: 0.5L) (Certificate of analysis; See Note 6)		price per volume: \$ 50	
Reporting full QA/QC documentation if not specified in advance of sample submission		price per report: 20% surcharge	
Expedited 24-hr. verbal TAT (written report w/in 3 business days)		% premium: In-house: no charge. subcontract: 100% surcharge.	
Expedited 3-business-day TAT		% premium: in-house: no charge. subcontract: 50% surcharge.	
Notes:			
1. If contractor typically uses an equivalent method to that listed, then contractor should cross out the method listed and fill in theirs.			
2. If a Reporting Limit (RL) is listed, then that is the minimum required by the NHDES under this contract; if none listed, contractor may fill in their lowest standard RL, as applicable. If contractor cannot achieve the the listed RL, then they should cross out the listed RL and fill in their anticipated RL.			
3. Reserved			
4. For VOC analyte list, see Attachment 1; also located at https://www.des.nh.gov/sites/g/files/ehbemt341/files/documents/2020-01/voc-changes.pdf Reporting limits per Method but at least less than AGQS. (AGQS not applicable to 1,4-dioxane analysis under this Method.)			
5. Laboratory to state in proposal their PFAS analyte reporting limits for each matrix.			
6. Along with PFAS-free water volume provided to NHDES, the laboratory shall provide a batch certificate of analysis that demonstrates the "PFAS-Free water" contains no targeted compounds above the Method Detection Limits.			
7. When Matrix is indicated as "solid", it will typically be a soil or sediment matrix.			
Abbreviations:			
-- : no price provided			
AGQS: Env-Or 600 Table 600-1 Ambient Groundwater Quality Standards			
dw: drinking water			
PFAS: per- and polyfluoroalkyl substances			
SRS: Env-Or 600 Table 600-2 Soil Remediation Standards			
TAT: Turn-around-time (i.e., time in which results are reported following sample receipt by laboratory)			
ug/L: microgram per liter			
mg/kg: milligram per kilogram			
mg/L: milligram per liter			
ng/g: nanogram per gram			
ng/L: nanogram per liter			

SECTION C.

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

I. Volatile Organic Compounds
EPA Test Method 524.2

Price per Sample: \$ 75.00

Expedited Turn-Around Price: \$ 75.00

Compound	Reporting Limit	Compound	Reporting Limit
Dichlorodifluoromethane	0.5 µg/L	Dibromochloromethane	0.5 µg/L
Chloromethane	2 µg/L	Toluene	0.5 µg/L
Vinyl Chloride	0.5 µg/L	Tetrachloroethene	0.5 µg/L
Bromomethane	0.5 µg/L	1,3-Dichloropropane	0.5 µg/L
Chloroethane	0.5 µg/L	2-Hexanone	10 µg/L
Trichlorofluoromethane	0.5 µg/L	1,2-Dibromoethane(EDB)	0.5 µg/L
Diethylether	0.5 µg/L	Chlorobenzene	0.5 µg/L
1,1-Dichloroethene	0.5 µg/L	1,1,1,2-Tetrachloroethane	0.5 µg/L
Acetone	10 µg/L	Ethylbenzene	0.5 µg/L
Carbon Disulfide	0.5 µg/L	m/p-Xylene	0.5 µg/L
Methylene Chloride	0.5 µg/L	o-Xylene	0.5 µg/L
t-butanol	10 µg/L	Styrene	0.5 µg/L
trans-1,2-Dichloroethene	0.5 µg/L	Bromoform	0.5 µg/L
Methyl-t-butyl ether(MTBE)	0.5 µg/L	Isopropylbenzene	0.5 µg/L
1,1-Dichloroethane	0.5 µg/L	1,1,2,2-Tetrachloroethane	0.5 µg/L
DiPE-diisopropyl ether	0.5 µg/L	1,2,3-Trichloropropane	0.5 µg/L
ETBE-ethyl-t-butyl ether	0.5 µg/L	Bromobenzene	0.5 µg/L
2,2-Dichloropropane	0.5 µg/L	n-Propylbenzene	0.5 µg/L
cis-1,2-Dichloroethene	0.5 µg/L	2-Chlorotoluene	0.5 µg/L
2-Butanone(MEK)	10 µg/L	4-Chlorotoluene	0.5 µg/L
Bromochloromethane	0.5 µg/L	1,3,5-Trimethylbenzene	0.5 µg/L
Chloroform	0.5 µg/L	t-Butylbenzene	0.5 µg/L
Tetrahydrofuran(THF)	10 µg/L	1,2,4-Trimethylbenzene	0.5 µg/L
1,1,1-Trichloroethane	0.5 µg/L	sec-Butylbenzene	0.5 µg/L
Carbotetrachloride	0.5 µg/L	1,3-Dichlorobenzene	0.5 µg/L
1,1-Dichloropropene	0.5 µg/L	p-Isopropyltoluene	0.5 µg/L
Benzene	0.5 µg/L	1,4-Dichlorobenzene	0.5 µg/L
1,2-Dichloroethane	0.5 µg/L	1,2-Dichlorobenzene	0.5 µg/L
TAME-(2-methoxy-2-methylbutane)	0.5 µg/L	n-Butylbenzene	0.5 µg/L
Trichloroethene	0.5 µg/L	1,2-Dibromo-3-chloropropane(DBCP)	0.5 µg/L
1,2-Dichloropropane	0.5 µg/L	1,3,5-Trichlorobenzene	0.5 µg/L
Dibromomethane	0.5 µg/L	1,2,4-Trichlorobenzene	0.5 µg/L
Bromodichloromethane	0.5 µg/L	Hexachlorobutadiene	0.5 µg/L
cis-1,3-Dichloropropene	0.5 µg/L	Naphthalene	0.5 µg/L
trans-1,3-Dichloropropene	0.5 µg/L	1,2,3-Trichlorobenzene	0.5 µg/L
4-Methyl-2-pentanone(MIBK)	10 µg/L		
1,1,2-Trichloroethane	0.5 µg/L		

II. Standard Analyses

Price per Sample: \$ 150.00

Expedited Turn-Around Price: \$ 150.00

ANALYTE	METHOD	REPORTING LIMIT
Total Coliform Bacteria	SM 9223B	Absent
E. coli Bacteria	SM 9223B	Absent
pH	SM 4500-H ⁺ B	calibration 4.0-10.0
Hardness	EPA 200.7 Calculation	60 mg/L
Iron	EPA 200.7	0.05 mg/L
Manganese	EPA 200.7	0.01 mg/L
Sodium	EPA 200.7	1 mg/L
Chloride	Lachat 10-117-07-1- B	3 mg/L
Nitrate	Lachat 10-107-04-1-C	0.05 mg/L
Nitrite	Lachat 10-107-04-1-C	0.05 mg/L
Fluoride	Lachat 10-109-12-2-A	0.20 mg/L
Copper	EPA 200.7	0.05 mg/L
Lead	EPA 200.8	1 µg/L
Arsenic	EPA 200.8	1 µg/L
Uranium	EPA 200.8	1 µg/L
Other USEPA SDWA approved methods capable of achieving the reporting limit specified may be accepted. A list of approved methods may be found at the following website - https://www.epa.gov/dwanalyticalmethods/approved-drinking-water-analytical-methods		
EPA=USEPA Methods.		
SM=Standard Methods for the examination of Water and Wastewater, American Public Health Association		
Lachat=Lachat Instruments, Hach Co., Loveland CO		

III. Basic Radiological Analyses

Price per Sample: \$ 119.00 Expedited Turn-Around Price: \$ 119 plus subcontractor rush charge, if any

ANALYTE	METHOD	REPORTING LIMIT
Analytical Gross Alpha	EPA 900.0	3 pCi/L
Uranium	EPA 200.8	1 µg/L
Radon	SM 7500-Rn	100 pCi/L
Other USEPA SDWA approved methods capable of achieving the reporting limit specified may be accepted. A list of approved methods may be found at the following website - https://www.epa.gov/dwanalyticalmethods/approved-drinking-water-analytical-methods		
EPA=USEPA Methods.		
SM=Standard Methods for the examination of Water and Wastewater, American Public Health Association		

IV. PFAS Analysis
EPA Test Method 533

Price per Sample: \$ 225.00

Expedited Turn-Around Price: \$ 225.00

V. 1,4-Dioxane Analysis
SW-846 8260 SIM

Price per Sample: \$ 58.00

Expedited Turn-Around Price: \$ 58.00

VI. Modified Standard Analysis
(Same as II. *Standard Analyses* above, except no Coliform, Ecoli, Nitrate, Nitrite, or pH.)

Price per Sample: \$ 100.00

Expedited Turn-Around Price: \$ 100.00

Attachment 2 to Request for Proposals - Laboratory Analytical Services

PFAS Compound Lists

PFAS Name	Abbreviation	CAS No.	USEPA Method 537.1 ^a (18)	USEPA Method 533 ^b (25)	Draft USEPA Method 1633 ^c (40)	LC-MS/MS w/ Isot. dil. per USDoD QSM 5.3 ^d (25)	LC-MS/MS w/ Isot. dil. per QSM 5.3 - custom list ^e (56)
PERFLUOROALKYL CARBOXYLIC ACIDS (PFCAs)							
perfluorooctadecanoic acid	PFODA	16517-11-6					X
perfluorohexadecanoic acid	PFHxDA	67905-19-5					X
perfluorotetradecanoic acid	PFTeA	376-06-7	X			X	X
perfluorotridecanoic acid	PFTriA	72629-94-8	X			X	X
perfluorododecanoic acid	PFDoA	307-55-1	X	X	X	X	X
perfluoroundecanoic acid	PFUuA	2058-94-8	X	X	X	X	X
perfluorodecanoic acid	PFDA	335-76-2	X	X	X	X	X
perfluorononanoic acid	PFNA	375-95-1	X	X	X	X	X
perfluorooctanoic acid	PFOA	335-67-1	X	X	X	X	X
perfluoroheptanoic acid	PFHpA	375-85-9	X	X	X	X	X
perfluorohexanoic acid	PFHxA	307-24-4	X	X	X	X	X
perfluoropentanoic acid	PFPeA	2706-90-3		X	X	X	X
perfluorobutanoic acid	PFBA	375-22-4		X	X	X	X
PERFLUOROALKYL SULFONIC ACIDS (PFSA's)							
perfluorododecane sulfonic acid	PFDoDS	79780-39-5			X		X
perfluorodecane sulfonic acid	PFDS	335-77-3			X		X
perfluorononanesulfonic acid	PFNS	68259-12-1			X	X	X
perfluorooctane sulfonic acid	PFOS	1763-23-1	X	X	X	X	X
perfluoroheptane sulfonic acid	PFHpS	375-92-8		X	X	X	X
perfluorohexane sulfonic acid	PFHxS	355-46-4	X	X	X	X	X
perfluoropentane sulfonic acid	PFPeS	2706-91-4		X	X	X	X
perfluorobutane sulfonic acid	PFBS	375-73-5	X	X	X	X	X
FLUOROTELOMERS							
10:2 fluorotelomer sulfonic acid	10:2 FTSA	120226-60-0					X
8:2 fluorotelomer sulfonic acid	8:2 FTSA	39108-34-4		X	X	X	X
6:2 fluorotelomer sulfonic acid	6:2 FTSA	27619-97-2		X	X	X	X
4:2 fluorotelomer sulfonic acid	4:2 FTSA	757124-72-4		X	X	X	X
PERFLUOROALKANE SULFONAMIDES (FASAs)							
Perfluorooctanesulfonamide	FOSA	754-91-6			X	X	X
n-ethyl perfluorooctane sulfonamide	NEFOSA	4151-50-2			X		X
n-methyl perfluorooctane sulfonamide	NMeFOSA	31506-32-8			X	X	X
PERFLUOROALKANE SULFONYL SUBSTANCES							
n-ethyl perfluorooctanesulfonamido ethanol	NEFOSE	1691-99-2			X		X
n-methyl perfluorooctanesulfonamido ethanol	NMeFOSE	24448-09-7			X		X
n-ethyl perfluorooctanesulfonamido acetic acid	NEFOSAA	2991-50-6	X		X	X	X
n-methyl perfluorooctanesulfonamido acetic acid	NMeFOSAA	2355-31-9	X		X	X	X
ADDITIONAL SUBSTANCES							
2,3,3,3-tetrafluoro-2-(heptafluoropropoxy)propanoic acid	HFPO-DA ¹ (GenX acid)	13252-13-6	X	X	X		X
4,8-dioxa-3h-perfluorononanoic acid	DONA ¹ (ADONA acid)	919005-14-4	X	X	X		X
11-chloroheptafluoro-3-oxaundecane-1-sulfonic acid	11Cl-PF3OUdS [*] (F53B Major)	763051-92-9	X	X	X		X
9-chlorohexadecafluoro-3-oxanone-1-sulfonic acid	9Cl-PF3ONS ^{**} (F53B Minor)	756426-58-1	X	X	X		X
Nonafluoro-3,6-dioxahexanoic acid	NFDHA	151772-58-6		X	X		X
Perfluoro(2-ethoxyethane)sulfonic acid	PFEESA	113507-82-7		X	X		X
Perfluoro-4-methoxybutanoic acid	PFMBA	863090-89-5		X	X		X
Perfluoro-3-methoxypropanoic acid	PFMPA	377-73-1		X	X		X
3-Perfluoropropyl Propanoic Acid	3:3FTCA	356-02-5			X		X
2H,2H,3H,3H-Perfluorooctanoic Acid	5:3FTCA	914637-49-3			X		X
3-Perfluoroheptyl Propanoic Acid	7:3FTCA	812-70-4			X		X
Perfluoropropionic acid	PFPrA	422-64-0					X
Perfluoro-4-ethylcyclohexanesulfonic acid	PFECHS	133201-07-7					X
2,3,3,3-Tetrafluoro-2-(pentafluoroethoxy)propanoic acid	PEPA	267239-61-2					X
Perfluoropropanesulfonic acid	PFPs	423-41-6					X
Perfluoro-2-(perfluoromethoxy)propanoic acid	PMPA	13140-29-9					X
4-(2-Carboxy-1,1,2,2-tetrafluoroethoxy)-perfluoropentanoic acid	R-EVE	2416366-22-6					X

PFAS Name	Abbreviation	CAS No.	USEPA Method 537.1 ^a (18)	USEPA Method 533 ^b (25)	Draft USEPA Method 1633 ^c (40)	LC-MS/MS w/ Isot. dil. per USDoD QSM 5.3 ^d (25)	LC-MS/MS w/ Isot. dil. per QSM 5.3 - custom list ^e (56)
ADDITIONAL SUBSTANCES (continued)							
2H,2H-Perfluorooctanoic acid	6:2 FTCA	53826-12-3					*
2H-Perfluoro-2-octanoic acid	6:2 FTUCA	70887-88-6					*
2H,2H-Perfluorodecanoic acid	8:2 FTCA	27854-31-5					*
2H-Perfluoro-2-decanoic acid	8:2 FTUCA	70887-84-2					*
Perfluoro-3,5-dioxahexanoic acid	PFO2HxA	39492-88-1					*
Perfluoro-3,5,7,9,11-pentaododecanoic acid	PFOSDoDA/TAF	39492-91-6					*
Perfluoro-4-(2-sulfoethoxy)pentanoic acid (aka Nafion Bypro)	R-PSDA	2416366-18-0					*
Notes: a. USEPA Method 537.1 (Rev 2.0 April 2020) (https://cfpub.epa.gov/si_public_record_report.cfm?dirEntryId=348508&Lab=CESER&simpleSearch=0&showCriteria=2&searchAll=537.1&TIMSType=&dateBeginPublishedPresented=03%2F24%2F2018 ; https://www.epa.gov/sites/production/files/2019-12/documents/table_of_pfas_methods_533_and_537.1.pdf) b. USEPA Method 533 (December 2019) (https://www.epa.gov/sites/production/files/2019-12/documents/method-533-815b19020.pdf ; https://www.epa.gov/sites/production/files/2019-12/documents/table_of_pfas_methods_533_and_537.1.pdf) c. USEPA Draft Method 1633 (Draft 2, June 2022) (2nd Draft Method 1633 Analysis of Per- and Polyfluoroalkyl Substances (PFAS) in Aqueous, Solid, Biosolids, and Tissue Samples by LC-MS/MS (epa.gov)) d. LC-MS/MS analysis using isotope dilution following the protocols outlined in USDoD/DOE Quality Systems Manual (QSM) Version 5.3, Appendix C, Table C-44 (May 2019) (https://denix.osd.mil/edqw/documents/manuals/qsm-version-5-3-final/) e. LC-MS/MS analysis using isotope dilution following the protocols outlined in the USDoD/DOE QSM Version 5.3 or later, modified for a custom analytical suite. Specify the method(s) that will be used to analyze for this list of compounds. Cross off any analytes that will not be included; add any that also can be included. Abbreviations: ¹ HFPO-DA is sometimes referred to as the acid form of the GenX salt ² DONA is sometimes referred to as the acid form of the ADONA salt [*] The major component of compound F53B (sometimes referred to as F53 Major) ^{**} The minor component of compound F53B (sometimes referred to as F53 Minor)							

EXHIBIT C

PAYMENT TERMS

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

1. The STATE agrees to pay Absolute Resource Associates, LLC the price per analysis as specified in EXHIBIT B.
2. The STATE agrees to accept and pay invoices as submitted by Absolute Resource Associates, LLC no later than 30 days *i.* after completion of services, or *ii.* after an invoice has been received by the NHDES Business Office, whichever is later, in accordance with the conditions and specifications in EXHIBIT B.
3. The total amount of all payments made to Absolute Resource Associates, LLC by the STATE shall not exceed \$884,375 for New Hampshire Fiscal Year (NHFY) 2024 and \$708,500 for NHFY 2025 unless said section is increased by the STATE in accordance with Governor and Council approval.
4. Funding for payments will be provided through the accounts listed below.

Dept. of Environmental Services Account No. 03-44-44	TOTAL
442010-1435-102-500731 Sludge Analysis Fund, Contract for Program Services	\$30,000
442010-5315-102-500731 Septage Management Fund, Current Expenses	\$40,000
444010-5392-102-500731 Hazardous Waste Cleanup Fund, Contract for Program Services	\$6,000
444010-2589-102-500731 CERCLA Maintenance, Contract for Program Services	\$214,000
444010-2590-102-500731 CERCLA Program, Contract for Program Services	\$303,875
444010-8893-102-500731 MtBE Remediation, Contract for Program Services	\$440,000
444010-7428-102-500731 Drinking Water/Groundwater Trust Fund, Contract for Program Services	\$556,000
441018-4788-102-500731 Clean Water SRF Administration, Current Expense	\$3,000
TOTALS:	\$1,592,875

STATE OF NEW HAMPSHIRE
Laboratory Analytical Services

“CORPORATE CERTIFICATE”

I, (Name) Cliff Chase hereby certify that I am duly elected Member of
(Corporation) Absolute Resource Associates, LLC.

I hereby certify the following is a true copy of a vote adopted by unanimous consent of the Board
of Directors of the Corporation, on June 30, 2023.

VOTED: That (Name) Susan C. Sylvester is duly authorized to enter into a specific

Contract namely the State of New Hampshire Laboratory Analytical Services Contract and
further authorized to execute any documents which may in her judgment be desirable or
necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and
effect as of (Date) June 30, 2023 and that (Name) Susan C. Sylvester is duly elected
(Title) President of this Corporation.

+

ATTEST:

Cliff Chase
(Member)

DATE:

7/6/23

CORPORATE SEAL

ATTEST:

Christine D. DeGuzes
(Notary Public)

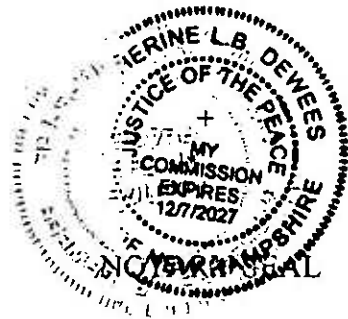
COMMISSION EXPIRES:

12/7/27

DATE:

7/6/23

(NOTE: IF COMPANY IS NOT INCORPORATED, PLEASE CHECK THE BOX .)



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 ABSOLUTE RESOURCE ASSOCIATES LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 15, 2000. 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: 363755

Certificate Number: 0006243527



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of June A.D. 2023.

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

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/30/2023

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 Braley Wellington Insurance Agency P.O. Box 15127 Worcester MA 01615	CONTACT NAME: Lisa Lemond PHONE (A/C, No, Ext): (508) 754-7255 FAX (A/C, No): (508) 797-3507 E-MAIL ADDRESS: llemond@braleywellingtongroup.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Westchester Surplus Lines Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>Merchants Mutual Ins</td> <td>23329</td> </tr> <tr> <td>INSURER C:</td> <td>Travelers P & C Co of America</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Westchester Surplus Lines Ins. Co.		INSURER B:	Merchants Mutual Ins	23329	INSURER C:	Travelers P & C Co of America		INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Absolute Resource Associates, LLC 124 Heritage Ave Suite 16 Portsmouth NH 03801																					


COVERAGES **CERTIFICATE NUMBER:** 23-24 UPDATED WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			G27952896007	02/01/2023	02/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAPI075052	02/01/2023	02/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			G27952902007	02/01/2023	02/01/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	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/A	6JUB2E81891-9-23	05/02/2023	05/02/2024	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> 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
A	Contractors Pollution & Professional Liability			G27952896007	02/01/2023	02/01/2024	\$1,000,000 per Occurrence \$1,000,000 per Aggregate

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

CERTIFICATE HOLDER**CANCELLATION**

NHDES Hazardous Waste Remediation Bureau 29 Hazen Drive, PO Box 95 Concord NH 03302-0095	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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Attachment A
Results
Request for Proposals
For
Laboratory Analytical Services
Bid#: RFP DES 2023-17

The New Hampshire Department of Environmental Services (NHDES) issued a Request for Proposals (Bid#: RFP DES 2023-17) on April 28, 2023 for the award of one contract for laboratory analytical services. This was a qualifications-based selection that included reference pricing.

Five proposal packages were received. One was deemed incomplete in the pricing category because of the number of "no-bid" entries. The proposals were scored based on the following criteria.

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

The scoring and ranking of the proposals is provided below.

Proposing Laboratory	Reference Price	Cost: 120 Points (40%)	Understanding: 60 Points (20%)	Qualifications: 120 Points (40%)	Total Possible Score: 300 Points	Rank
Absolute Resource Associates, LLC	\$1,622,326	118	58	106	282	1
Alpha Analytical, Inc.	\$1,598,812	120	49	90	259	2
Eastern Analytical, Inc.	\$1,844,378	104	34	84	222	3
Eurofins Eaton Analytical	\$1,750,876	110	26	80	216	4
SGS North America	incomplete	0	11	68	79	5

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

The scoring committee's identification and qualifications are below.

Scoring Committee Member Name	Qualifications
Michael Summerlin, P.E.	Civil Engineer, Federal Sites Program, Hazardous Waste Remediation Bureau. Eight years at NHDES. Twenty-four years in environmental consulting. B.S. Civil/Environmental Engineering - University of New Hampshire.
Anthony Drouin	Supervisor, Residuals Management Program, Wastewater Engineering Bureau. Five years at NHDES. Eleven years in industry. B.S. Environmental Science – University of Maine.
Derek Bennett	Administrator, Drinking Water Quality Program, MtBE Remediation Bureau. Twenty-four years at NHDES. B.S. Environmental Science – University of New Hampshire.