



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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December 7, 2023

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a contract with Cyano Holdings, Inc., DBA as Greenwater Laboratories, (VC #407832 B001) Palaka, Florida in the amount of \$311,250 to provide cyanotoxin testing services, effective upon Governor and Council approval through September 30, 2026. 100% Federal Funds.

Funding is available in the account as follows.

	<u>FY 2024</u>
03-44-44-441018-5564-102-500731	\$311,250
Department of Environmental Services, DWSRF BIL Administration, Contracts for Program Services	

EXPLANATION

Currently, there are approximately ten public water systems that draw from ponds, lakes or reservoirs that periodically experience cyanobacteria blooms. Certain cyanobacteria generate cyanotoxins that can impact human health, if consumed in drinking water at concentrations above the United States Environmental Protection Agency's (USEPA) published health advisory levels. The purpose of the request is to ensure public water systems and NHDES can quickly determine whether cyanotoxins are present in drinking water. This request will secure lab testing services to quickly confirm the presence of cyanotoxins in source water and treated drinking water provided by public water systems.

In July 2023, NHDES issued a Request for Proposals (RFP) and received two responses from professional laboratories to complete cyanotoxin analyses. One of the bids submitted did not meet the requirement involving an expedited 24-hour turnaround time for providing cyanotoxin results, as required by the RFP. The bid submitted by Greenwater Laboratories met all the requirements of the RFP. NHDES is requesting approval to establish a three-year contract with Greenwater Laboratories. Greenwater Laboratories has extensive experience analyzing drinking water for cyanotoxins following laboratory methods established by USEPA. Proposals were reviewed and scored by NHDES staff. See Attachment A for a summary of the scoring.

This contract has been approved as to form, substance, and execution by the Office of the Attorney General. In the event federal funds are no longer available, general funds will not be requested to support this program.

We respectfully request your approval.


Robert R. Scott, Commissioner

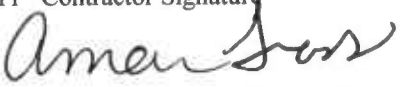


Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 29 Hazen Drive, Concord, NH 03302-9500	
1.3 Contractor Name Cyano Holdings, Inc.		1.4 Contractor Address 205 Zeagler Dr. , Suite 302 Palaka, FL, 32177	
1.5 Contractor Phone Number 386-328-0882	1.6 Account Unit and Class 03-44-44-441018-5564-102-500731	1.7 Completion Date September 30, 2026	1.8 Price Limitation \$311,250
1.9 Contracting Officer for State Agency Pierce Rigrod, Drinking Water and Groundwater Bureau		1.10 State Agency Telephone Number 603-271-0688	
1.11 Contractor Signature  Date: 10-5-23		1.12 Name and Title of Contractor Signatory Amanda J. Foss, Interim Chief Executive Officer	
1.13 State Agency Signature  Date: 12/8/23		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, Dept. of Environmental Services	
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: 12/15/23			
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.

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

Federal Funds paid under this agreement are from a Grant to the State from the United States Environmental Protection Agency, New Hampshire Drinking Water State Revolving Fund under CFDA #66.468. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between the New Hampshire Department of Environmental Services (NHDES) and the Grantee.

STATE CYBERSECURITY:

- a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

- b) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any sub-awards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the sub-recipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in sub-award agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, subrecipients, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications

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Date 10/5/23

equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, Subrecipients, and borrowers also may not use federal funds to purchase:

- a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b) Telecommunications or video surveillance services provided by such entities or using such equipment.
- c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

a. Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list which can be found at <https://www.sam.gov/SAM/pages/public/index.jsf>

Grantee Initials AD
Date 10/5/23

EXHIBIT B
SCOPE OF WORK

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

1. The contractor or contractor's sub-contracted laboratory (from here forward in this document, "contractor" will include "contractor's sub-contracted laboratory," if any, as well) shall, at the request of NHDES, perform analytical services, as necessary, to identify and quantify cyanotoxins in untreated surface water and treated drinking water as specified and per the costs stated in Exhibit C.
2. A chain-of-custody form, completed by NHDES or its consultant contractor, acts as the work order for laboratory analytical services, specifying the analyses to be performed and entity(-ies) to whom the results and invoice shall be provided.
3. In addition to the contractor's chain-of-custody form that shall be provided for use under this contract, the contractor shall accept chain-of-custody forms that are developed by NHDES or for NHDES by their consultant contractors.
4. The contractor shall follow and maintain industry standard chain-of-custody procedures.
5. The contractor shall perform all analyses requested by NHDES. If the contractor's laboratory sample capacity precludes the contractor from analyzing the requested samples within hold times, the contractor, upon NHDES approval, may sub-contract the samples to another qualified laboratory for analysis at no additional cost to NHDES.
6. The contractor shall provide as-needed consultation and technical support on collection methods and interpretation of reports at no additional cost to NHDES.
7. Unless otherwise specified or requested by NHDES as expedited, the standard turnaround time for analysis and reporting of results shall be five business days from the date of contractor receipt of the samples as documented on the corresponding chain-of-custody form.
8. The contractor shall perform expedited analyses on certain samples, as determined by NHDES and provide NHDES appropriate and direct contact information for contractor/sub-contractor. 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.
9. The 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. The contractor shall be responsible for the disposal of samples at no additional cost to NHDES. Such disposal shall be conducted in accordance with all applicable

Grantee Initials AB
Date 10/5/23

federal and state regulations adopted pursuant to the federal Resource Conservation and Recovery Act and NH RSA 147-A (for contractors located in New Hampshire) or applicable statutes in the contract laboratory's home state.

10. The contractor shall perform all Quality Assurance/Quality Control (QA/QC) measures as per the requested method(s).

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

12. The contractor shall report results for all analytes listed in Exhibit A by the methodology listed and to the reporting limits specified therein. Cyanotoxin results will be reported using the same units – micrograms per liter (ug/L) as the EPA Health Advisory levels for cyanotoxins and will include the health advisory levels on lab reports. Minimum reporting limits will be stated on the lab reports provided to NHDES for analyses listed in Exhibit C.

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

14. On occasion, NHDES may require additional analyses for constituents or methods not listed in Exhibit C. Upon request, the 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.

15. All invoices must be submitted showing quantities and unit prices. Except for state agency end of fiscal year accounting delays (June-July), payment will be made no later than 30 days after completion of services or after an invoice has been received at NHDES' business office, whichever is later.

Grantee Initials *AS*

Grantee Initials AB
 Date 10-3-23

**EXHIBIT C
 COST OF ANALYSES**

All services shall be performed to the satisfaction of the Department of Environmental Services before payment is made. All payments shall be made upon completion of lab services requested by NHDES and upon receipt of the associated invoice. The maximum number of tests and associated total price amount will be divided and allocated equally over the three-year contract term.

Analyte(s) and Analytical Method	Minimum Reporting Limit (ug/L)	Unit Price	Maximum Number of Tests	Total Price (\$)
Method 545: Determination of Cylindrospermopsin and Anatoxin-a in Drinking Water by Liquid Chromatography Electrospray Ionization Tandem Mass Spectrometry (LC/ESI-MS/MS) Standard Turnaround	0.10 micrograms per liter	\$400	150	\$60,000
Method 545: Determination of Cylindrospermopsin and Anatoxin-a in Drinking Water by Liquid Chromatography Electrospray Ionization Tandem Mass Spectrometry (LC/ESI-MS/MS) 24-Hour Turnaround	0.10 micrograms per liter	\$800	150	\$120,000
Method 546: Determination of Total Microcystins and Nodularins in Drinking Water and Ambient Water by Adda Enzyme-Linked Immunosorbent Assay Standard Turnaround	0.30 micrograms per liter	\$175	150	\$26,250
Method 546: Determination of Total Microcystins and Nodularins in Drinking Water and Ambient Water by Adda Enzyme-Linked Immunosorbent Assay 24-Hour Turnaround	0.30 micrograms per liter	\$350	150	\$52,500
Single Laboratory Validated Method for Determination of Cylindrospermopsin and Anatoxin-a in Ambient Freshwaters by Liquid Chromatography/ Tandem Mass Spectrometry (LC/MS/MS) (EPA document # EPA/600/R-17/130)		\$350	150	\$52,500



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 CYANO HOLDINGS, INC. is a Florida Profit Corporation registered to transact business in New Hampshire on November 17, 2023. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **947296**

Certificate Number : **0006347579**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this **17th** day of **November** A.D. **2023**.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular outline.

David M. Scanlan
Secretary of State

**STATEMENT OF CONSENT TO ACTION
BY SHAREHOLDERS
OF
CYANO HOLDING, INC. D/B/A GREENWATER LABORATORIES**

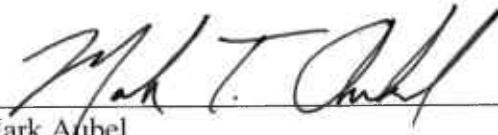
The undersigned, holding shares of capital stock of Cyano Holding, Inc. d/b/a GreenWater Laboratories, a Florida corporation, pursuant to section 607.0704, Florida Statutes, do consent to and take the following action in lieu of holding a meeting of shareholders of the corporation, to have the same effect as action taken at a duly called meeting of shareholders at which all shares were present and voting:

Hereby:

1. Appoint Amanda J. Foss as Interim Chief Executive Officer (CEO) whose responsibilities include but are not limited to the duties of directing the day-to-day operations of the company; employment hiring and retention; purchasing, leasing and disposal of equipment; contracting; client retention and oversight of all activities of the corporation. And Further,
2. Amanda J. Foss as CEO shall specifically have oversight and final review and approval of all data interpretation. And Further,
3. Amanda J. Foss as CEO shall have full and complete access to the corporate books and financial information and statements of the corporation. And Further,
4. This appointment is retroactive to August 1, 2023, and Amanda J. Foss, while serving as Interim CEO shall receive a bonus pay of Ten Thousand Dollars and ZERO Cents (\$10,000.00) monthly until her term is complete or otherwise determined by the shareholders. And Further,
5. Amanda J. Foss's appointment as CEO shall be for a term ending on December 31, 2023, unless modified or extended by the shareholders.

None Further.

Dated: August 25, 2023



Mark Aibel
Shareholder



Andrew Chapman
Shareholder



Amanda J Foss
Shareholder

**Attachment A
Cyanotoxin Laboratory Analytical Services Proposal Rankings**

Rankings for Firms Responding to Request for Proposals

Bid Proponent	Project Location	Award Amount	Notes	Score
Greenwater Laboratories	Statewide	\$311,250		92.5
Eurofins Eaton Analytical, LLC.	Statewide	\$248,250	Bid did not meet minimum bid conditions	**

Review Team Members

Name	Title	Bureau	Years of Service
Pierce Rigrod	Supervisor	Drinking Water and Groundwater Bureau	18
Liz Pelonzi	Environmentalist III	Drinking Water and Groundwater Bureau	3