



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

Clark B. Freise, Assistant Commissioner



February 23, 2017

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services (DES) to enter into a contract with Vista Analytical Laboratory, Inc., El Dorado Hills, California, (VC# 274152) in the total amount of \$410,000, to provide sampling containers and analyze drinking water and groundwater samples for perfluorooctanoic acid (PFOA) and related perfluorinated chemicals (PFCs) to evaluate the presence of PFCs in groundwater and drinking water sources, upon Governor and Council approval through June 30, 2021. Funding is 15% Drinking Water State Revolving Loan Fund and 85% Hazardous Waste Cleanup 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. Funding for FY 2018-2021 is contingent upon the availability and continued appropriation of funds.

Fund Name and Account Number 03-44-44	FY 2017	FY 2018	FY 2019	FY2020	FY 2021	Total
Hazardous Waste Cleanup Fund 444010-5392-102-500731 Contracts for Program Services	\$30,000	\$80,000	\$80,000	\$80,000	\$80,000	\$350,000
Drinking Water State Revolving Loan Fund Administration 441018-4718-102-500731 Contracts for Program Services	\$20,000	\$10,000	\$10,000	\$10,000	\$10,000	\$60,000
	\$50,000	\$90,000	\$90,000	\$90,000	\$90,000	\$410,000

**EXPLANATION**

This contract is to provide sampling containers and analytical services for PFCs to evaluate the presence of these contaminants in groundwater and drinking water sources in New Hampshire communities. The presence of PFCs in public and private water supplies in southern New Hampshire was reported to DES in early March 2016. The discovery of PFCs in water supply wells in five communities raised immediate public health concerns regarding the nature and extent of PFC impacts to public and private water supply wells. The widespread use of PFCs in industrial processes, manufactured products and in Class B Aqueous Film Forming Foam (AFFF) for firefighting has raised concerns that PFCs may be more prevalent in the

[www.des.nh.gov](http://www.des.nh.gov)

environment than first anticipated. Sampling in early December 2016 and January 2017 has indicated the presence of PFCs in water supplies in other communities across the state. The Department anticipates an increase in detected PFC impacts to groundwater and water supply wells statewide over the next four years due to the increased awareness of PFCs and the addition of PFCs to the monitoring requirements for certain landfills and industrial sites managed under groundwater management permits and release detection permits.

This contract is necessary to: (1) identify at-risk residents and facilitate timely planning for the interim provision of bottled water and long-term provision of point of entry treatment systems or connection to alternate water supplies; and (2) identify potentially responsible parties for long-term remedial solutions and monitoring and cost recovery. Three analytical laboratory contracts are necessary to address the anticipated volume of analytical work and assure timely and responsive service. Two additional contracts for analytical services are being submitted under separate cover.

DES issued a Request for Bids on September 28, 2016, that included a requirement for submission of a qualifications package with each bid. The Request for Bids was posted on the Department of Administrative Services Purchase and Property website and was mailed out to 17 laboratories known to provide analytical services in New Hampshire and eight additional laboratories known to have experience providing PFC analytical services.

Eight laboratories submitted bid packages. The bid packages were reviewed by a committee consisting of three DES staff and one member from the Department of Health & Human Services Public Health Laboratory to determine completeness and the bidder's qualifications to provide the required services. The bid packages were scored in accordance with the Award Criteria specified in the Request for Bids. Three laboratories were selected for contract awards based on the scores and pricing provided in Attachment A.

Vista Analytical Laboratory 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 DES.

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

We respectfully request your approval.



Clark B. Freise, Assistant Commissioner  
Attachments

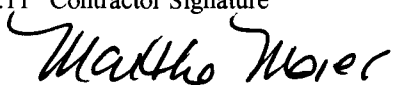

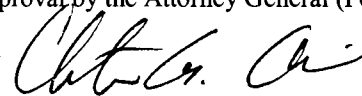
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095	
1.3 Contractor Name Vista Analytical Laboratory, Inc.		1.4 Contractor Address 1104 Windfield Way, El Dorado Hills, CA 95762	
1.5 Contractor Phone Number 916-673-1520	1.6 Account Number -See Exhibit B-	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$410,000
1.9 Contracting Officer for State Agency H. Keith DuBois		1.10 State Agency Telephone Number 603-271-4978	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Martha Maier, President & Laboratory Director	
1.13 Acknowledgement: State of _____, County of _____ <p style="text-align: right; margin-right: 100px;"><i>See Attachment</i></p> On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Clark B. Freise Assistant Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 3/6/17			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

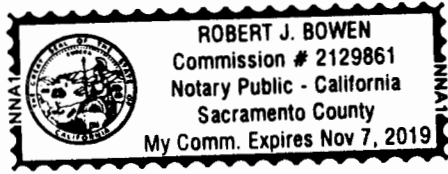
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of El Dorado )  
On 7<sup>th</sup> Feb 2017 before me, Robert Bowen, notary public  
Date Here Insert Name and Title of the Officer  
personally appeared Martha Maier  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Robert Bowen, Notary Public  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**2. EMPLOYMENT OF CONTRACTOR/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 A 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 as indicated in block 1.18, 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 1.14 ("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. 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, and 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, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.

5.2 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. The State shall have no liability to the Contractor other than the contract price.

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 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.

**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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### **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) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all 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.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) 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. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her 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.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**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. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. 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.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. 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.

**24. 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 relating hereto.

## EXHIBIT A

### SCOPE OF SERVICES

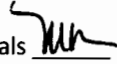
The scope of services to be provided to the New Hampshire Department of Environmental Services (NHDES) by Vista Analytical Laboratory (Contractor) through this contract shall include the following:

1. Contractor shall, at the request of NHDES, perform analytical services as necessary to identify and quantify perfluorinated compounds (PFCs) in aqueous samples (including drinking water, groundwater, surface water and wastewater) as specified in Section A of this exhibit.
2. All samples shall be processed within hold times, weekends and holidays not excepted.
3. Contractor shall perform all PFC analyses requested by NHDES. If Contractor's sample capacity precludes analysis of samples within hold times, Contractor may, upon NHDES approval, subcontract the samples to another qualified laboratory for analysis at no additional cost to NHDES.
4. Contractor shall provide all necessary sampling materials, including 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 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.
5. Contractor shall provide as-needed consultation on collection methods and interpretation of reports at no additional cost to NHDES.
6. Contractor shall provide technical support in the event that there are discrepancies in PFC testing results among the labs awarded contracts. This technical support shall include investigation of the cause of the discrepancies.
7. Contractor shall follow and maintain industry standard chain-of-custody procedures.


Contractor Initials MLH  
Date 2/21/17



8. Contractor shall pick up, or arrange for third party pick up of, samples at the Department of Environmental Services, 29 Hazen Drive, Concord, New Hampshire upon request by the NHDES at no additional cost to NHDES. Express mail carrier service (overnight delivery) for sample pick up may be used. However, the contractor must provide all shipping containers, prepare all shipping containers for shipment (includes packaging, necessary preservation, custody seals and completion of shipping documents) and assume responsibility for all shipping costs. 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 (24) hours after request by NHDES or assume all related costs for 24 hour express shipment to Contractor's laboratory facility.
9. Contractor shall provide NHDES with a complete written report of all analyses performed as required under the scope of work. Analytical reports shall be formatted in accordance with the NELAC Institute (TNI) standards. Written analytical reports shall be prepared by Contractor and mailed to NHDES within five working days after completion of the sample analyses. Analytical reports shall also be provided in PDF format and Microsoft Excel format that are compatible with the NHDES Environmental Monitoring Database (EMD) reporting template within five working days after completion of the sample analyses. The Excel template can be found on the NHDES web site at [http://des.nh.gov/organization/divisions/water/wmb/emd/documents/activity\\_template.xls](http://des.nh.gov/organization/divisions/water/wmb/emd/documents/activity_template.xls).
10. The analytical reports specified in item 9 shall be uploaded to the EMD within 30 days of sample analysis.
11. The Microsoft Excel documents that are used to submit data must not contain any abbreviations, omissions, or alterations of the information provided by NHDES to Contractor on the chain of custody form.
12. Contractor shall accept chain of custody forms that are developed by NHDES.
13. Unless otherwise specified or requested by NHDES, the standard turnaround time for analysis and reporting of results shall be three weeks (fifteen working days) from the date of receipt of the samples by Contractor as documented on the corresponding chain of custody form.
14. Contractor shall perform emergency or priority analyses on certain samples, as determined by NHDES; e-mailed reports shall be required in less than three working days of receipt of such samples.

Contractor Initials   
Date 2/7/17

15. Contractor shall retain and store samples at 4°C until such time as they are disposed in accordance with established laboratory policy, unless specifically requested by NHDES to retain samples for a longer period of time or to return samples to NHDES under chain-of-custody. 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 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 Contractor's home state.
16. Contractor shall perform all Quality Assurance/Quality Control (QA/QC) measures as per the requested method and per NELAC Institute (TNI) standards. Full documentation of QA/QC is not required with the final data package unless specified by NHDES in advance of sample submission.
17. Contractor shall make available QA/QC data at the request of the NHDES. This information must be retrievable from the Laboratory Information Management System for a period not less than five years and be available for inspection at any time by NHDES. Contractor shall be subject to any NHDES Quality Assurance/Quality Control audits and inspections by 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.
18. Contractor shall report results for all analytes listed in Section A of this exhibit by the methodology listed and to the detection limits specified therein.
19. On occasion, NHDES may require additional analyses for constituents or methods not listed in Section A of this exhibit. Such requests may include (but not be limited to) analysis for PFCs in soil, sediment, sludge, air and pure product samples. Upon request, Contractor may be asked to provide these analyses at a quoted cost.
20. Contractor shall maintain Department of Defense Environmental Laboratory Accreditation Program (DoD ELAP) accreditation and shall maintain State of Oregon ELAP or NH ELAP accreditation (when available).

Contractor Initials   
Date 2/7/17

## SECTION A

Analysis shall be by USEPA Method 537 Rev 1.1 and by an analytical technique using isotope dilution, as specified in the below tables. Analytes quantified in these analyses shall include at a minimum:

### **Analytical Group I (6 compounds by EPA Method 537 Rev. 1.1)**

Compound Name	CAS #
Perfluorooctanesulfonic acid (PFOS)	1763-23-1
Perfluorooctanoic acid (PFOA)	335-67-1
Perfluorononanoic acid (PFNA)	375-95-1
Perfluorohexanesulfonic acid (PFHxS)	355-46-4
Perfluoroheptanoic acid (PFHpA)	375-85-9
Perfluorobutanesulfonic acid (PFBS)	375-73-5

### **Analytical Group II (16 compounds by isotope dilution)**

Compound Name	CAS #
Perfluorooctanesulfonic acid (PFOS)	1763-23-1
Perfluoroundecanoic acid (PFUnA)	2058-94-8
Perfluoropentanoic acid (PFPeA)	2706-90-3
Perfluorohexanoic acid (PFHxA)	307-24-4
Perfluorododecanoic acid (PFDoA)	307-55-1
Perfluorooctanoic acid (PFOA)	335-67-1
Perfluorodecanoic acid (PFDA)	335-76-2
Perfluorodecanesulfonic acid (PFDS)	335-77-3
Perfluorohexanesulfonic acid (PFHxS)	355-46-4
Perfluorobutanoic acid (PFBA)	375-22-4
Perfluorobutanesulfonic acid (PFBS)	375-73-5
Perfluoroheptanoic acid (PFHpA)	375-85-9
Perfluorononanoic acid (PFNA)	375-95-1
Perfluorotetradecanoic acid (PFTeA)	376-06-7
Perfluorotridecanoic Acid (PFTriA)	72629-94-8
Perfluorooctane Sulfonamide (FOSA)	754-91-6

The analytical reporting limit of analyses for each contaminant in each analytical group shall be no greater than 5 nanograms per liter (5 ng/l) for aqueous samples.

Contractor Initials MLN  
Date 2/7/17

**EXHIBIT B**

**PAYMENT TERMS**

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

1. The State of New Hampshire (STATE) agrees to pay Vista Analytical Laboratory the price per analysis up to the priority cost as specified below.

<b>ANALYTE</b>	<b>PRICE PER SAMPLE</b>	<b>PRIORITY PRICE</b>
PFC Analytical Group I Method 537 Rev 1.1 – aqueous	\$170.00	\$382.50
PFC Analytical Group II isotope dilution – aqueous	\$295.00	\$663.75

- a) The analytical reporting limit of these analyses for aqueous samples shall be no greater than 5 nanograms per liter.
  - b) Price per sample shall include all associated costs such as shipping costs, consultation with NHDES, sample disposal and provision of sample containers, coolers, preservatives, sample container labels, chain of custody forms, field blanks, and trip blanks. No additional fees or charges, other than the cost for expedited analysis consistent with the above stated Priority Price, are to be invoiced to NHDES.
  - c) Priority price shall include all costs associated with expedited analysis and reporting as well as the costs referenced above in item b.
2. All invoices must be submitted showing unit prices. Payment will be made no later than 30 days after completion of services in accordance with the conditions and specifications in EXHIBIT A or after an invoice has been received by the NHDES business office, whichever is later.
  3. Invoices shall be mailed to:  
  
H. Keith DuBois, Assistant Director  
New Hampshire Department of Environmental Services – Waste Management Division  
29 Hazen Drive, PO Box 95  
Concord, NH 03302-0095
  4. Vista Analytical Laboratory shall credit NHDES if samples are broken by the laboratory, not processed within analytical hold times, or fail laboratory QA/QC.

Contractor Initials MM  
Date 2/7/17

5. The total amount of all payments made to Vista Analytical Laboratory, Inc. by the STATE shall not exceed \$410,000 for the contract period. The breakdown of federal and state funds is as follows:

Funding Account	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Total
03-44-44-444010-5392-102-500731	\$30,000	\$80,000	\$80,000	\$80,000	\$80,000	\$350,000
03-44-44-444018-4718-102-500731	\$20,000	\$10,000	\$10,000	\$10,000	\$10,000	\$60,000
Totals	\$50,000	\$90,000	\$90,000	\$90,000	\$90,000	\$410,000

Contractor Initials JMK  
 Date 2/3/17

**EXHIBIT C**

**SPECIAL PROVISIONS**

**25. Volume of Work.**

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

**26. Quality Assurance/Quality Control.**

At the start of the contract period, the State reserves the right to require the Contractor to analyze performance evaluation samples prepared by a third party and/or split samples to evaluate the accuracy of the analytical services, prior to sending routine samples to the Contractor for analysis. Such samples may be billed by the Contractor at the established contract rate. If the State identifies concerns regarding the quality of the analytical services, the State reserves the right to withhold work from the Contractor until those concerns are addressed to the State's satisfaction, or to terminate this agreement if such concerns cannot be addressed to the State's satisfaction within 90 days of the Contractor receiving notification of such concerns. The State further reserves the right to periodically require the Contractor to analyze single-blind or double-blind performance evaluation samples and/or split samples throughout the contract period.

Contractor Initials MM  
Date 2/7/17

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VISTA ANALYTICAL LABORATORY, INC. is a California Profit Corporation registered to transact business in New Hampshire on January 12, 2017. 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: 762849



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire.  
this 18th day of January A.D. 2017.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**Certificate of Authority # 1**

*(Corporation of LLC- Non-specific, open-ended)*

**Corporate Resolution**

I, William Luksemburg, hereby certify that I am duly elected Clerk/Secretary of  
*(Name)*  
Vista Analytical Laboratory, Inc.. I hereby certify the following is a true copy of a  
*(Name of Corporation or LLC)*  
vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February  
*(Month)*  
1, 20 17 at which a quorum of the Directors/shareholders were present and voting.  
*(Day)* *(Year)*

**VOTED:** That Martha Maier (may list more than one person) is duly authorized to  
*(Name and Title)*

enter into contracts or agreements on behalf of Vista Analytical Laboratory with  
*(Name of Corporation or LLC)*  
the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/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 the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

**DATED:** February 8, 2017

**ATTEST:**   
*(Name and Title)*  
Secretary



**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
01/13/2017

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 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).

<b>PRODUCER</b> Excel Bonds & Ins Serv Inc. License #0B53997 3620 American River Dr., #125 Sacramento, CA 95864 Excel Bonds & Ins. Serv., Inc	<b>CONTACT NAME:</b> Excel Bonds & Ins. Serv., Inc <b>PHONE (A/C No, Ext):</b> 916-971-8844 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> 916-971-8840
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Vista Analytical Laboratory, Inc. 1104 Windfield Way El Dorado Hills, CA 95762	<b>INSURER A:</b> Federal Insurance Company	
	<b>INSURER B:</b> Underwriters at Lloyd's	
	<b>INSURER C:</b> Allied World National	
	<b>INSURER D:</b> Everest National Insurance Co.	
	<b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	35354382	06/01/2016	05/09/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED \$      RETENTION \$		79727874	06/01/2016	05/09/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	CA10003007-161	05/09/2016	05/09/2017	<input checked="" type="checkbox"/> PER STATUTE <input 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
B	<b>Professional Liab</b>		ME0122523816	06/01/2016	05/09/2017	E&O \$1m/\$2m
C	<b>Pollution 10K Ded</b>		03074611	06/01/2016	05/09/2017	Poll 1,000,000

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

RE: 03-44-44-444010-5392-102

Certificate holder named as additional insured as required by written contract.

**CERTIFICATE HOLDER**

NEWHAMP

New Hampshire Dept of  
 Environmental Services  
 PO Box 95  
 Concord, NH 03302-0095

**CANCELLATION**

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

*A. Spadecine, Sr.*

**ATTACHMENT A**

Results  
Request for Qualifications Based Bids  
For  
Perfluorinated Compounds  
Laboratory Analytical Services  
Proposal No: NHDES-WMD-17-1

The New Hampshire Department of Environmental Services (NHDES) issued an invitation to bid (Proposal No: NHDES-WMD-17-1) for the award of up to three contracts for perfluorinated compound analytical laboratory services on September 28, 2017. This was a qualifications based selection that included a reference bid.

Eight bids packages were received. The bids 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%
- Cost of projects as determined by the test matrix (reference bid) 40%

The scoring and ranking of the bids are provided below.

Bidder	Reference Bid Price	Cost 160 Points 40%	Understanding 80 Points 20%	Qualifications 160 Points 40%	Total Score 400 Points	Ranking
<b>Nelson Analytical w/So. Central CT Regional Water Authority</b>	52,875.00	160.00	78	136	374.0	<b>1</b>
<b>Vista Analytical Laboratory</b>	57,187.50	147.93	76	141.5	365.43	<b>2</b>
<b>Eurofins Lancaster Laboratories Environmental</b>	67,875.00	123.96	78	145	346.96	<b>3</b>
<b>ALS Group USA Corp.</b>	67,125.00	126.03	66	153	345.03	4
<b>Alpha Analytical Laboratory w/Vista Analytical Laboratory</b>	61,625.00	137.28	69	135	341.28	5
<b>Absolute Resource Associates, LLC w/MAXXAM Analytics International Corp.</b>	73,375.00	115.30	62	126	303.30	6
<b>TestAmerica Laboratories, Inc.</b>	55,250.00	153.12	42	118	313.12	7
<b>Contest Analytical Laboratory w/MAXXAM Analytics International Corp.</b>	80,437.00	105.18	47	122	274.18	8

Cost Scoring = [Lowest Reference Bid Price/Reference Bid Price] x 40 points x 4

Bid scoring committee identification and qualifications.

Scoring Committee Member Name	Qualifications
H. Keith DuBois, P.G.	Assistant Director, NHDES-Waste Management Division. Fourteen years at NHDES. Seventeen years in environmental consulting. B.S. Earth & Space Sciences SUNY Stony Brook. M.S. Geology Boston College.
Brandon Kernen, P.G.	Supervisor, NHDES Hydrology and Conservation Program. Seventeen years at NHDES. B.S. Hydrology and Water Resources University of Arizona. M.S. Civil and Environmental Engineering Tufts University.
Lucio Barinelli Ph.D.	Technical Director of Chemistry, NHDPHS-Bureau of Laboratory Services, Water Analysis Laboratory. Four years as Technical Director of Chemistry, Four years as Assistant Laboratory Director. Nine years as Supervisor of DPHS Water Analysis Laboratory – Organics Analyses. Nine years prior experience in commercial analytical laboratories. B.S. Chemistry Boston College. M.S. Organic/Organometallic Chemistry University of Oklahoma. Ph.D. Organic/Organometallic Chemistry University of Oklahoma.
LeaAnne Atwell, P.G.	Hydrogeologist, NHDES-Hazardous Waste Remediation Bureau. One year at NHDES. Ten years in international environmental consulting. B.A. Geology and Environmental Science Wittenberg University. M.S. Earth and Planetary Sciences University of New Mexico Albuquerque.