



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



**Thomas S. Burack, Commissioner**

November 3, 2016

Her Excellency, Governor Margaret Wood Hassan  
and The Honorable Council  
State House  
Concord, New Hampshire 03301

NOV 03 2016

**REQUESTED ACTION**

Authorize the Department of Environmental Service (DES) to enter into a contract with Nelson Analytical, LLC (VC# 159311-B001) Manchester, NH, in the amount not to exceed \$450,000.00, for laboratory analytical services, effective upon Governor and Council approval through June 30, 2018. Funding is 89% MtBE Remediation Fund and 11% Hazardous Waste Cleanup Fund.

Funding is available for FY17 but is contingent upon availability and continued appropriation of funds for FY18 and FY19.

	<u>FY2017</u>	<u>FY2018</u>	<u>Total</u>
03-44-44-444010-8893-102-500731	\$150,000	\$250,000	\$400,000
Dept. of Environmental Services, MtBE Remediation Fund, Contracts for Program Services			

	<u>FY2017</u>	<u>FY2018</u>	<u>Total</u>
03-44-44-444010-5392-102-500731	\$50,000	-0-	\$50,000
Dept. of Environmental Services, Hazardous Waste Cleanup Fund, Contracts for Program Services			

**EXPLANATION**

The MtBE Remediation Bureau frequently collects drinking water well samples for volatile organic compound (VOC) analysis to assess and monitor methyl-tert-butyl ether (MtBE) impacts to drinking water supply wells. The volume of analyses can periodically exceed the Department of Health and Human Services (DHHS) laboratory capacity. In such instances, sample analysis cannot be put into a long term DHHS lab queue due to the nature of the analytical tests requested and constraints imposed by sample matrices and holding times. Therefore, the MtBE Remediation Bureau needs to have an outside laboratory under contract to assist in meeting its laboratory needs. Additional well water quality testing such as analyses for standard water quality parameters and radiological parameters are occasionally necessary to assess the viability of some water supply wells and to facilitate the design of appropriate treatment systems. The Hazardous Waste Remediation Bureau also periodically requires analytical services to assess groundwater impacts associated with emerging contaminants such as 1,4-dioxane and perfluorinated compounds (PFCs). The requested contract funding under the Hazardous Waste Cleanup Fund provides \$50,000 to support these groundwater impact and source evaluation efforts.

A Request for Bids (RFB) was mailed out to 17 laboratories known to provide analytical laboratory services in New Hampshire. The RFB was also posted on the Department of Administrative Services Purchase and Property website. DES has an objective process for evaluating bids when awarding

contracts for laboratory services. In addition to the bid price, this selection process ensures a laboratory's ability to meet the Quality Requirements specified in the bid proposal. The contract is awarded to the technically qualified laboratory that offers a responsive bid at the lowest cost.

Six laboratories submitted bid packages. The bid packages were reviewed by a DES committee of three staff members to determine completeness and the bidder's qualifications to provide the required services. All six bid packages were determined to be complete and all six bidders were determined to be qualified to provide the required services. A tabulation of the bidder's prices for the analyses requested is shown below.

LABORATORY	VOC	STANDARD (85)	RADIOLOGICAL (80)	1,4-DIOXANE	TOTAL
NELSON ANALYTICAL	\$40.00	\$75.00	\$75.00	\$75.00	\$265.00
CHEM SERVE	\$48.75	\$85.00	\$80.00	\$40.00	\$253.75
PACE ANALYTICAL	\$54.00	\$102.00	\$90.00	\$75.00	\$321.00
ABSOLUTE RESOURCE ASSOCIATES	\$65.00	\$125.00	\$95.00	\$50.00	\$335.00
EASTERN ANALYTICAL	\$68.00	\$135.00	\$100.00	\$70.00	\$373.00
EUROFINS EATON ANALYTICAL	\$75.00	\$150.00	\$125.00	\$125.00	\$475.00

In accordance with the award criteria documented in the request for bids, the bid award was made to the qualified bidder with the lowest price determined as follows:

- 1) The bid award is made using the lowest price for VOC analysis unless there is a competing bid within 10% of the lowest VOC price.
- 2) When other bids are within 10% of the lowest VOC price, the bid award is made using the lowest total price of the four analyses.
- 3) In the event that the above would result in a bid award where the standard or radiological analysis costs exceed the fees set by RSA 131:3-a I (c) (6) and (7), the lowest volatile organic compounds analysis price shall prevail.

The vast majority of analyses needed by the MtBE Remediation Bureau are VOC analyses. Therefore, preference is given in the award criteria to the lowest VOC price while attempting to obtain competitive pricing for other analyses. Although Nelson Analytical, LLC did not provide the lowest total bid, there were no other VOC bids within 10% of the Nelson Analytical, LLC bid price for VOC analysis.

Nelson Analytical, LLC is a laboratory that fully meets the quality assurance/quality control standards required by the state and federal governments, including those required by the U.S. Environmental Protection Agency (USEPA) and the National Environmental Laboratory Accreditation Conference. Nelson Analytical, LLC has the laboratory capability to perform the analyses in accordance with specifications set forth by DES.

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

We respectfully request your approval.



Thomas S. Burack, Commissioner

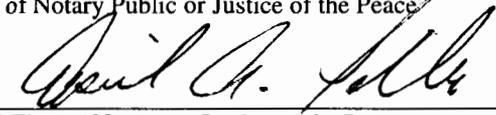
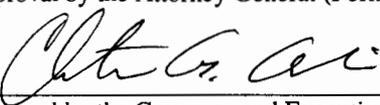
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name 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 Nelson Analytical, LLC		1.4 Contractor Address 490 E. Industrial Park Drive, Manchester NH 03109	
1.5 Contractor Phone Number 603-622-0200	1.6 Account Number 03-44-44-444010-8893-102 03-44-44-444010-5392-102	1.7 Completion Date June 30, 2018 ✓	1.8 Price Limitation \$450,000
1.9 Contracting Officer for State Agency Derek Bennett, Administrator III		1.10 State Agency Telephone Number 603-271-8520	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Andrew O. Nelson, Owner	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Hillsborough</u> On <u>27th Oct. 2016</u> , 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.			
1.15.1 Signature of Notary Public or Justice of the Peace [Seal] 		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">                     APRIL A. SILKE                      NOTARY PUBLIC                      STATE OF NEW HAMPSHIRE                      MY COMMISSION EXPIRES MARCH 20, 2018                 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace <u>APRIL A. SILKE Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Thomas J. Barack Commissioner</u>	
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: <u>11/17/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**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 80:7c 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 91A 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 NHDES by Nelson Analytical, LLC through this contract shall include the following:

1. Nelson Analytical, LLC shall maintain accreditation through the New Hampshire Environmental Laboratory Accreditation Program (NH ELAP).
2. Nelson Analytical, LLC shall at the request of NHDES, perform analytical services as necessary to identify and quantify drinking water quality characteristics in aqueous samples as specified in Sections A-D and the NHDES bid proposal.
3. Nelson Analytical, LLC shall perform all analyses requested by NHDES. If the Nelson Analytical, LLC's laboratory sample capacity precludes analyzing the requested samples within hold times, Nelson Analytical, LLC may subcontract the samples to another NH ELAP accredited laboratory for analysis at no additional cost to NHDES.
4. Nelson Analytical, LLC shall process samples within hold times, weekends and holidays not excepted.
5. Nelson Analytical, LLC shall provide all materials such as sample containers, bottles, vials, labels, and preservatives 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.
6. Nelson Analytical, LLC shall provide occasional consultation on collection methods and interpretation of reports at no additional cost to NHDES. This consultation may include occasional testimony at litigation proceedings.
7. Nelson Analytical, LLC shall accept chain of custody forms that are developed by NHDES.
8. Nelson Analytical, LLC shall follow and maintain NHDES chain-of-custody procedures as necessary.
9. Nelson Analytical, LLC shall provide courier service and pick up samples at the Department of Environmental Services, 29 Hazen Drive, Concord NH upon request by NHDES. Sample transport shall be in iced containers and follow all EPA protocols for sample transport, including custody seals and chain-of-custody.
10. Nelson Analytical, LLC shall provide 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 2003 NELAC Standards (or subsequent standard). Written analytical reports shall be prepared by Nelson Analytical, LLC and returned to NHDES or the well owner as follows:
  - a. Volatile Organic Compounds: Shall be sent electronically to NHDES within 10 business days of sample analysis.

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- b. 1,4-Dioxane: Shall be sent electronically to NHDES within 10 business days of sample analysis.
  - c. All Other Analyses: Shall be sent electronically or by mail to the well owner within 10 business days of sample analysis with electronic copy to NHDES when appropriate permission has been obtained from the well owner.
11. Nelson Analytical, LLC shall report results for sections B and C in units that are compatible with the NHDES Be Well Informed web application. This application may be viewed at: <http://xml2.des.state.nh.us/DWITool/>
12. Nelson Analytical, LLC shall include a link to the NHDES Be Well Informed web application when sending results for sections B and C to well owners.
13. Nelson Analytical, LLC shall perform emergency or priority analyses, at no increase in cost, for up to 25 samples per year, on certain samples as determined by NHDES; verbal reports shall be required in one business day of receipt of such samples with the exception of the radiological analysis. Verbal reports for radiological analysis shall be required within 5-7 business days. The quoted priority cost shall be used beyond the 25<sup>th</sup> sample of the year.
14. Nelson Analytical, LLC shall become an authorized data provider with NHDES Onestop and provide all analytical reports in a Microsoft Excel format that is compatible with the NHDES Environmental Monitoring Database (EMD) reporting templates. The templates shall be used to provide data for Volatile Organic Compounds and 1,4-Dioxane only. Other analytical data shall be maintained such that it may be provided to NHDES upon request in an electronic and tabular format. The EMD Excel reporting templates may be found on the NHDES web site at: <http://des.nh.gov/organization/divisions/water/wmb/emd/categories/forms.htm>
15. The tables of analytical reports specified in item 14 shall be uploaded to EMD within 15 business days of sample analysis.
16. 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 Nelson Analytical, LLC on the chain of custody form.
17. Nelson Analytical, LLC shall provide DES with estimated J-Flag detection values for Methyl-t-butyl ether (MTBE) down to the lowest detection limit that the equipment used to process the sample allows. Such J-Flag detections shall be provided to DES in a separate tabular report on a weekly basis.
18. Nelson Analytical, LLC 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. Nelson Analytical, LLC 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.

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19. Nelson Analytical, LLC shall perform all Quality Assurance/Quality Control (QA/QC) measures as per the requested method and per NH ELAP. Full documentation of QA/QC is not required with the final data package unless specified by NHDES in advance of sample submission.
20. Nelson Analytical, LLC shall make available QA/QC data at the request of NHDES. This information must be retrievable from Nelson Analytical, LLC's Laboratory Information Management System for a period not less than 5 years and be available for inspection at any time by NHDES. Nelson Analytical, LLC shall be subject to any State Quality Assurance/Quality Control audits and inspections by NHDES. Nelson Analytical, LLC shall provide clarifications and details on analytical methods and reported data, as requested, by NHDES staff or program contact submitting the sample for analysis.
21. On occasion, NHDES may require additional analyses for constituents or methods not listed in Exhibit A. Upon request, Nelson Analytical, LLC may be asked to provide these analyses at a quoted cost.
22. Nelson Analytical, LLC shall credit NHDES if samples are broken by the laboratory, not processed within analytical hold times, or fail laboratory QA/QC.
23. All invoices must be submitted showing unit prices. Payment will be made no later than 30 days after completion of services or after an invoice has been received at the Department's business office, whichever is later. Invoices shall be mailed to the individual or program within NHDES submitting samples for analysis.

### SECTION A

The following analytical services are requested. The price quoted is final cost per sample and includes all sample preparation, field blanks, trip blanks, and repeat analytical runs. If a subcontractor will be used for these analyses, this must be indicated with the final cost quoted.

**Section A. VOLATILE ORGANIC COMPOUNDS**

**METHOD 524.2**

**PRICE PER SAMPLE: \$40.00**

**PRIORITY COST: \$40.00**

Dichlorodifluoromethane	0.5	Dibromochloromethane	0.5
Chloromethane	2	Toluene	0.5
Vinyl Chloride	0.5	Tetrachloroethene	0.5
Bromomethane	0.5	1,3-Dichloropropane	0.5
Chloroethane	0.5	2-Hexanone	10
Trichlorofluoromethane	0.5	1,2-Dibromoethane(EDB)	0.5
Diethylether	0.5	Chlorobenzene	0.5
1,1-Dichloroethene	0.5	1,1,1,2-Tetrachloroethane	0.5
Acetone	10	Ethylbenzene	0.5
Carbon Disulfide	0.5	m/p-Xylene	0.5
Methylene Chloride	0.5	o-Xylene	0.5
t-butanol	10	Styrene	0.5
trans-1,2-Dichloroethene	0.5	Bromoform	0.5
Methyl-t-butyl ether(MTBE)	0.5	Isopropylbenzene	0.5
1,1-Dichloroethane	0.5	1,1,2,2-Tetrachloroethane	0.5
DIPE-diisopropyl ether	0.5	1,2,3-Trichloropropane	0.5

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ETBE-ethyl-t-butyl ether	0.5	Bromobenzene	0.5
2,2-Dichloropropane	0.5	n-Propylbenzene	0.5
cis-1,2-Dichloroethene	0.5	2-Chlorotoluene	0.5
2-Butanone(MEK)	10	4-Chlorotoluene	0.5
Bromochloromethane	0.5	1,3,5-Trimethylbenzene	0.5
Chloroform	0.5	t-Butylbenzene	0.5
Tetrahydrofuran(THF)	10	1,2,4-Trimethylbenzene	0.5
1,1,1-Trichloroethane	0.5	sec-Butylbenzene	0.5
Carbotetrachloride	0.5	1,3-Dichlorobenzene	0.5
1,1-Dichloropropene	0.5	p-Isopropyltoluene	0.5
Benzene	0.5	1,4-Dichlorobenzene	0.5
1,2-Dichloroethane	0.5	1,2-Dichlorobenzene	0.5
TAME-(2-methoxy-2-methylbutane)	0.5	n-Butylbenzene	0.5
Trichloroethene	0.5	1,2-Dibromo-3-chloropropane(DBCP)	0.5
1,2-Dichloropropane	0.5	1,3,5-Trichlorobenzene	0.5
Dibromomethane	0.5	1,2,4-Trichlorobenzene	0.5
Bromodichloromethane	0.5	Hexachlorobutadiene	0.5
cis-1,3-Dichloropropene	0.5	Naphthalene	0.5
trans-1,3-Dichloropropene	0.5	1,2,3-Trichlorobenzene	0.5
4-Methyl-2-pentanone(MIBK)	10	1-Bromopropane	0.5
1,1,2-Trichloroethane	0.5		

### SECTION B

The following analytical services are requested. The price quoted is final cost per sample and includes all sample preparation, field blanks, trip blanks, and repeat analytical runs. If a subcontractor will be used for these analyses, this must be indicated with the final cost quoted.

#### Section B. STANDARD ANALYSIS

PRICE PER SAMPLE: \$75.00

PRIORITY COST: \$75.00

Total Coliform Bacteria	SM 9223B	Absent
E. coli Bacteria	SM 9223B	Absent
pH	SM 4500-H <sup>+</sup> 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

*AW 10/26/16*

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 - <http://water.epa.gov/scitech/drinkingwater/labcert/analyticalmethods.cfm#approved>  
 EPA=USEPA Methods.  
 SM=Standard Methods for the examination of Water and Wastewater, American Public Health Association  
 Lachat=Lachat Instruments, Hach Co., Loveland CO EXHIBIT A

**SECTION C**

The following analytical services are requested. The price quoted is final cost per sample and includes all sample preparation, field blanks, trip blanks, and repeat analytical runs. If a subcontractor will be used for these analyses, this must be indicated with the final cost quoted.

**Section C. RADIOLOGICAL ANALYSIS**

**PRICE PER SAMPLE \$75.00**  
**PRIORITY COST: \$75.00**

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 - <http://water.epa.gov/scitech/drinkingwater/labcert/analyticalmethods.cfm#approved>

\*\*Radon is not a federally regulated analyte, but an accredited laboratory shall be used for this analysis.  
 EPA=USEPA Methods.  
 SM=Standard Methods for the examination of Water and Wastewater, American Public Health Association

**SECTION D**

The following analytical services are requested. The price quoted is final cost per sample and includes all sample preparation, field blanks, trip blanks, and repeat analytical runs. If a subcontractor will be used for these analyses, this must be indicated with the final cost quoted.

**Section C. HIGH RESOLUTION 1,4-DIOXANE**

**PRICE PER SAMPLE: \$75.00**  
**EXPEDITED COST: \$75.00**

1,4-Dioxane	522	0.3 µg/L
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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 - <http://water.epa.gov/scitech/drinkingwater/labcert/analyticalmethods.cfm#approved>

*Handwritten signature and date: AEW 10/26/16*

**EXHIBIT B**

**PAYMENT TERMS**

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

1. The STATE agrees to pay Nelson Analytical, LLC the price per analysis up to the priority cost as specified in EXHIBIT A.
2. The STATE agrees to accept and pay invoices as submitted by Nelson Analytical, LLC 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 Department, whichever is later.
3. The total amount of all payments made to Nelson Analytical, LLC by the STATE shall not exceed \$200,000 for FY 2017 and \$250,000 for FY 2018 unless said section is increased by the STATE in accordance with Governor and Council approval.

**EXHIBIT C**

**SPECIAL PROVISIONS**

There are no special provisions.

*AW 10/29/16*

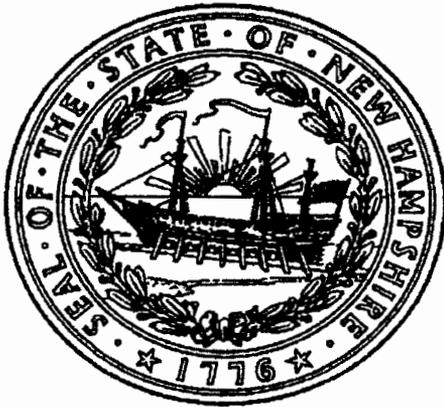
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NELSON ANALYTICAL, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on June 18, 2001. 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: 379848



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 25th day of October A.D. 2016.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

# NELSON ANALYTICAL LAB



490 E. Industrial Park Drive  
Manchester, NH 03109  
www.testNH.com

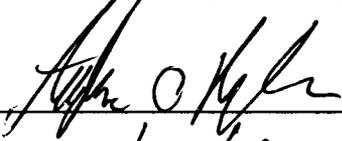
National Environmental Lab Accreditation Program  
NELAP Accreditation #NH1005, VT1005, NH01005(ME)  
Maine Radon Certification #ME17500C

(603) 622-0200 phone  
info@nelsonanalytical.com

## Certificate of Authority

I, Andrew Nelson, hereby certify that I am the sole member of Nelson Analytical, LLC and have been the sole member since 2001. I certify that I am authorized to bind the LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind the LLC.

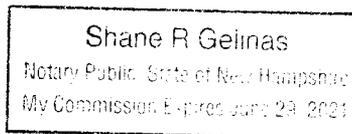
Signed: 

Date: 10/25/16

State of New Hampshire, County of Hillsborough

On this the 25 day of October 2016, before me Shane Gelinas, the undersigned officer, personally appeared Andrew Nelson, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Shane Gelinas      10-25-16





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/25/2016

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).

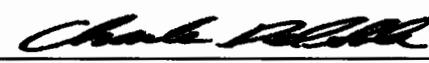
<b>PRODUCER</b> Morse Insurance Agency, Inc. 285 Washington Street  North Easton MA 02356	<b>CONTACT NAME:</b> N. Del Sole <b>PHONE (A/C, No, Ext):</b> (508) 238-0056 <b>FAX (A/C, No):</b> (508) 230-8367 <b>E-MAIL ADDRESS:</b> chuckdelsole@morseins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> NELSON ANALYTICAL LLC & ANDREW NELSON 490 E INDUSTRIAL PARK DR MANCHESTER NH 03109	<b>INSURER A:</b> Hanover Insurance Company	<b>NAIC #</b> 22292
	<b>INSURER B:</b> Allmerica Financial Benefit	41840
	<b>INSURER C:</b> StarStone National Insurance	25496
	<b>INSURER D:</b> Phoenix Insurance Company	25623
	<b>INSURER E:</b> Lloyd's	
	<b>INSURER F:</b>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> 2016-17 RevMaster	<b>REVISION NUMBER:</b>
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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"/> COMMERCIAL GENERAL LIABILITY		OHN9232979	9/14/2016	9/14/2017	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	GENL AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ 1,000,000	
	OTHER:					GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	<b>AUTOMOBILE LIABILITY</b>		AWN9232911	9/14/2016	9/14/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$	
						\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		82688L162ALI	9/14/2016	9/14/2017	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$	
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		UB5847M464	9/14/2016	9/14/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				N/A	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
E	<b>Professional Liability</b>		W1421F160401	9/14/2016	9/14/2017	Each Claim/Aggregate 1,000,000 Deductible 5,000	

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

<b>CERTIFICATE HOLDER</b>  New Hampshire Department of Environmental Services 29 Hazen Drive PO Box 95 Concord, NH 03302-0095	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  N. Del Sole/NCD 

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