



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

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Robert R. Scott, Commissioner

April 22, 2019

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

REQUESTED ACTION

Authorize the NH Department of Environmental Services (NHDES) to enter into a contract with Alpha Analytical, Inc. (Vendor Code No. 303006-B001) of Westborough, Massachusetts in the amount of \$403,000, to provide sampling containers and laboratory analytical services, effective as of July 1, 2019 through June 30, 2021. Funding is 40% Federal, 14% Fee Funds, and 46% General Fund.

Funding is available in the accounts listed below with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office, if needed and justified. Funding for FY 2020 - 2021 is contingent upon the availability and continued appropriation of funds.

Dept. of Environmental Services Account No. 03-44-44	FY 2020	FY 2021	TOTAL
442010-1435-102-500731 Sludge Analysis Fund, Contract for Program Services	\$15,000	\$15,000	\$30,000
442010-5315-020-500239 Septage Management Fund, Current Expenses	\$10,000	\$10,000	\$20,000
444010-5392-102-500731 Hazardous Waste Cleanup Fund, Contract for Program Services	\$3,000	\$3,000	\$6,000
444010-2589-102-500731 CERCLA Maintenance Fund, Contract for Program Services	\$81,000	\$106,000	\$187,000
444010-2590-102-500731 CERCLA Program Fund, Contract for Program Services	\$140,000	\$20,000	\$160,000
TOTALS:	\$249,000	\$154,000	\$403,000

EXPLANATION

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

Sludge samples collected from active wastewater treatment plants and sludge, soil, and water samples collected from land application sites and nearby drinking water supply wells will be analyzed to determine whether land application of wastewater treatment plant sludges have impacted local groundwater and drinking water quality and whether revisions to the land application rules and procedures are necessary. The results of these analyses will identify impacted water supplies so that corrective actions can be implemented in a timely manner. Soil, sediment, groundwater, drinking water, and surface water samples are collected at CERCLA sites to investigate source areas, assess the extent of contaminants, and evaluate attenuation trends during investigation, remediation, and long-term monitoring programs. This new contract will allow

www.des.nh.gov

PO Box 95, 29 Hazen Drive, Concord, NH 03302-0095

Telephone: (603) 271-7174 Fax: (603) 271-2181 TDD Access: Relay NH 1-800-735-2964

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

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the sludge analysis and hazardous waste cleanup funds, as well as CERCLA Maintenance and Program Funds, to continue to be used to perform these functions at various sites and facilities throughout the state of NH.

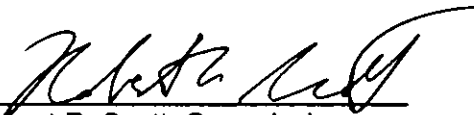
NHDES issued an Invitation to Bid on January 17, 2019 that included a requirement for submission of a qualifications package as well as a bid cost. The Invitation to Bid was posted on the Department of Administrative Services' Purchase and Property website and a link to the website posting was emailed out to 8 laboratories known to provide analytical services in New Hampshire.

Four laboratories submitted bid packages. The packages were reviewed by a committee consisting of three NHDES staff 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 Invitation to Bid. One laboratory was selected for contract award based on the scores and pricing, summarized in Attachment A.

Alpha Analytical, Inc. holds the requisite accreditations and has demonstrated that it has the staffing and laboratory capabilities to perform the analyses in accordance with the specifications set forth by NHDES.

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

We respectfully request your approval.


Robert R. Scott, Commissioner

Attachments


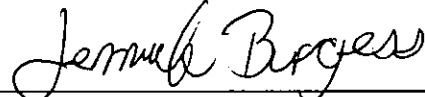
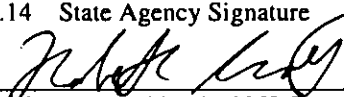
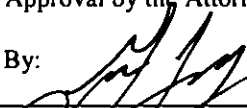
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

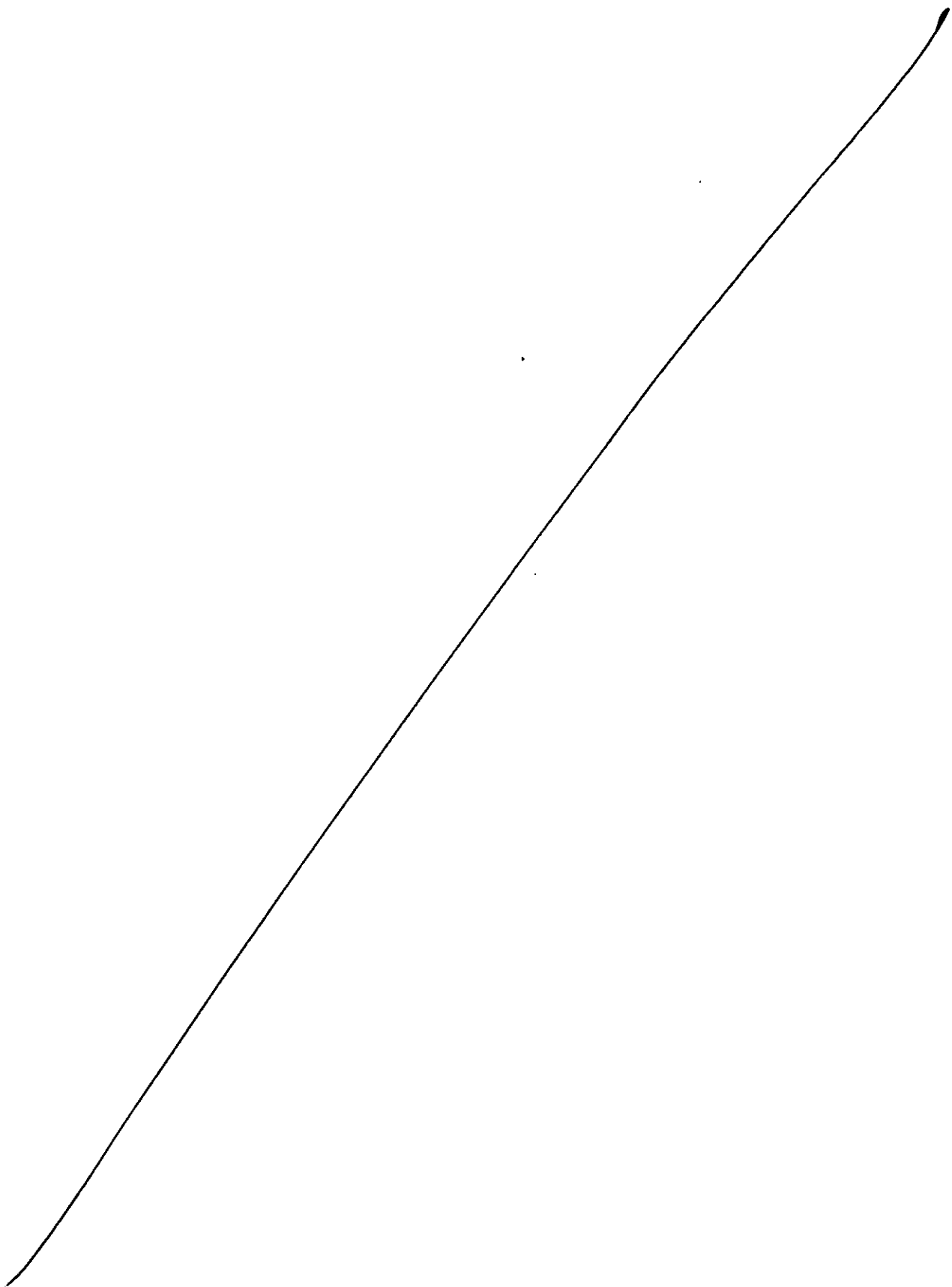
AGREEMENT

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 Alpha Analytical, Inc.		1.4 Contractor Address 145 Flanders Road, Westborough, MA 01581-1019	
1.5 Contractor Phone Number (508) 898-9220	1.6 Account Number 442010-1435-102-500731 442010-5315- 030-500239 444010-5329-102-500731 444010-2589-102-500731 444010-2590-102-500731	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$403,000.00
1.9 Contracting Officer for State Agency Michael Summerlin, P.E.		1.10 State Agency Telephone Number (603) 271-3649	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Dan M. Tollman Chief Financial Officer	
1.13 Acknowledgement: State of <u>NEW HAMPSHIRE</u> County of <u>ROCKINGHAM</u> On <u>2nd APRIL, 2019</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.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		JENNIFER L. BURGESS, Notary Public State of New Hampshire My Commission Expires October 25, 2022	
1.13.2 Name and Title of Notary or Justice of the Peace Jennifer Burgess Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDES	
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>4/26/19</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



1.04/02/19

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 New Hampshire Department of Environmental Services (NHDES) by Alpha Analytical, Inc. (Contractor) through this contract shall include the following:

1. Contractor shall, at the request of the NHDES, perform analytical services, as necessary, to identify and quantify toxic substances, hazardous constituents, or hazardous characteristics in aqueous, sediment, air, soil, solid waste, hazardous waste, wastewater, sludge, septage, or leachate samples, or to identify and quantify sludge management rule, Env-Wq 800, regulated contaminants in biosolids, sludge, and septage samples, as specified in Sections A and B of this Exhibit.
2. Contractor shall perform all analyses requested by the NHDES. If Contractor's laboratory sample capacity precludes Contractor from analyzing the requested samples within hold times, Contractor, upon NHDES approval, may sub-contract the samples to another qualified laboratory for analysis at no additional cost to the NHDES.
3. Contractor shall provide materials such as sample containers, coolers, preservatives, sample container labels, chain of custody forms, field blanks, trip blanks, and air sampling media for collecting the samples. The containers shall be clean and conform to the EPA quality control requirements and procedures, including preservation in accordance with applicable methodology. When requesting sampling equipment, NHDES will specify the number of trip blanks and field blanks required.
4. Contractor shall accept chain of custody forms that are developed by NHDES.
5. Contractor shall follow and maintain industry standard chain-of-custody procedures.
6. Contractor shall provide as-needed consultation and technical support on collection methods and interpretation of reports at no additional cost to NHDES.
7. Contractor shall pick up, or arrange for third party pick up, of samples upon request by the NHDES at no additional cost to NHDES. Sample pick-up locations may include, but are not limited to, the NHDES offices in Concord, NH, NHDES' consultant contractors' offices in Concord and Bedford, NH, and various sampling sites in NH. Express mail carrier service (overnight delivery) for sample pick up may be used. However, 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 hours after request by NHDES (or their consultant contractor) or assume all related costs for 24-hour express shipment to Contractor. Standard notification by NHDES of the need for sample pick-up by the laboratory will be not less than two business days in advance.
8. Contractor shall provide the NHDES with a complete written report of its analyses as required under the scope of work to be performed. Analytical reports shall be formatted in accordance with The NELAC Institute (TNI) standards. Written analytical reports shall be prepared by

Contractor and sent electronically in Adobe PDF format and Microsoft Excel format to NHDES (and their consultant contractor, as applicable) within five business days after completion of the sample analyses. The Microsoft® Excel format is to be that which is compatible with the NHDES Environmental Monitoring Database (EMD) reporting template. The Excel template can be found on the NHDES web site at http://des.nh.gov/organization/divisions/water/wmb/emd/documents/activity_template.xls.

9. Unless otherwise specified or requested by NHDES as expedited, the standard turnaround time for analysis and reporting of results shall be not more than two weeks (ten business days) from the date of Contractor receipt of the samples as documented on the corresponding chain of custody form.

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

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

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

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

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

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

16. NHDES requires that PFAS samples be analyzed by an analytical method that utilizes isotope dilution (e.g., a modified USEPA Method 537.1), following the protocols outlined in the USDOD Quality Systems Manual (QSM) 5.1 (or later version). Reported PFAS results must include name of compound analyzed and associated CAS number on written and EDD reports.

17. Contractor shall provide NHDES with estimated "J-Flag" detection values for all analyzed compounds down to the lowest detection limit allowed by the equipment used to process the sample.

18. Contractor shall credit NHDES if samples are broken by the laboratory, not processed within analytical hold times, or fail laboratory QA/QC.

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

20. 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 NHDES' business office, whichever is later. Invoices shall be mailed or e-mailed to the individual or program within NHDES submitting samples for analysis.

SECTION A.

The following analytical services are required. Section A analyses pertain to sludge samples. A quotation must be provided for each analysis listed. Price shall be quoted on a per sample basis; all sample preparation costs and repeat analytical runs are to be included in the per sample price. All sampling materials costs and shipping costs for sampling materials and samples shall be included in the per sample price. If a subcontractor will be used for any of the services described in the Scope of Services, this must be indicated for the analysis, and the per sample price must be inclusive of any markup associated with subcontracted services.

I. Volatile Organic Compounds
SW-846 Test Method 8260

Price per Sample: \$ 72.00

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

note: mg/kg = milligrams per kilogram

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

Price per Sample: \$ 155.00

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

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

Price per Sample: \$ 65.00

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

IV. Polychlorinated Biphenyls
SW-846 Test Method 8082

Price per Sample: \$ 55.00

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

V. Additional Analyses

Price per Sample: \$ 79.00

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

VI. Dioxins

Price per Sample: \$ 425.00

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

VII. Enteric Virus

Price per Sample: \$ 560.00

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

VIII. Polyfluoroalkyl substances (PFAS)

EPA Method 537.1-modified or other approved EPA method for sludge

Price per Sample: \$ 240.00

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

SECTION B.

The following analytical services may be required. Section B analyses are for general use in site investigation, remediation, and monitoring, and may include groundwater, drinking water, air, soil, and sediment matrices. A quotation must be provided for each analysis listed. Price shall be quoted on a per sample basis; all sample preparation costs and repeat analytical runs are to be included in the per sample price. All sampling materials costs and shipping costs for sampling materials and samples shall be included in the per sample price. Where a Method and/or a reporting limit (RL) is not specified, indicate the Method and/or the Method revision and anticipated RL that will be used. If a subcontractor will be used for any of the services described in the Scope of Services, this must be indicated for the analysis, and the per sample price must be inclusive of any markup associated with subcontracted services.

Analyte(s)	Matrix	Analytical Method ¹	Reporting Limits ²	Estimated Quantity ³	Price per Sample
I. Waste Characterization					
Corrosivity	aqueous/solid	SW-846 9040/9045		0	\$ 5
Ignitability	aqueous/solid	SW-846 1010/1030		0	\$ 20
Flashpoint	aqueous/solid	SW-846 1010		0	\$ 20
TCLP or SPL ANALYSIS					
Extraction for Volatiles (ZHE)	aqueous/solid	SW-846 1311/1312		0	\$ 30
Extraction for SVOC, Metals, Pesticides, Herbicides	aqueous/solid	SW-846 1311/1312		0	\$ 30
Analytical charges:					
Volatiles	aqueous/solid	SW-846 8260		0	\$ 72
Semi-Volatiles	aqueous/solid	SW-846 8270		0	\$ 155
Pesticides	aqueous/solid	SW-846 8081		0	\$ 78
Herbicides	aqueous/solid	SW-846 8151		0	\$ 125
RCRA 8 Metals	aqueous/solid	SW-846 6020/7470/7471		0	\$ 64

Analyte(s)	Matrix	Analytical Method ¹	Reporting Limits ²	Estimated Quantity ³	Price per Sample	Total Price for Estimated Qty. of Analysis
II. Organic Analyses						
Waste Management Division's Full List of Analytes for Volatile Organics	drinking water	EPA 524.2	See Note 4	64	\$ 85.00	\$ 5,440.00
	groundwater	SW-846 8260		531	\$ 72.00	\$ 38,232.00
	soil/sediment	SW-846 8260		3	\$ 72.00	\$ 216.00
Volatiles (low level soil-bisulfate)	soil/sediment	SW-846 8260		0	\$ 72.00	
PFAS (see attached list of compounds; Attachment 2)	aqueous	EPA 537.1 Modified	5 ng/L	83	\$ 240.00	\$ 19,920.00
	soil/sediment		1 ng/g	0	\$ 255.00	\$ -
1,4-dioxane	drinking water	EPA 522	0.2 µg/L	18	\$ 155.00	\$ 2,790.00
	groundwater	SW-846-8260-SIM-8270SIM	0.2 µg/L	391	\$ 75.00	\$ 29,325.00
	soil/sediment	SW-846 8260	2.5 mg/kg	0	\$ 75.00	\$ -
Base Neutral/Acid Extractables	aqueous/solid	SW-846 8270	<AGQS/SRS	92	\$ 155.00	\$ 14,260.00
Acid Extractables	aqueous/solid	SW-846 8270	<AGQS/SRS	0	\$ 105.00	\$ -
Base Neutral Extractables	aqueous/solid	SW-846 8270	<AGQS/SRS	0	\$ 105.00	\$ -
Polynuclear Aromatic Hydrocarbons	aqueous/solid	SW-846 8270/8310	<AGQS/SRS	0	\$ 105.00	\$ -
Total Petroleum Hydrocarbons (Diesel Range Organics/Gasoline Range Organics/fingerprint)	soil/sediment	SW-846 8015/8100	DRO 100 / GRO 5 mg/kg	0	\$ 70.00	\$ -
Organochlorine Pesticides	aqueous/solid	SW-846 8081	see table	0	\$ 68.00	\$ -
Organochlorine Pesticides & PCBs	aqueous/solid	SW-846 8081+8082	see table	0	\$ 95.00	\$ -
Organophosphorus Pesticides	aqueous/solid	SW-846 8141	SUBCONTRACT-Summit, OH	0	\$ 200.00	\$ -
Chlorinated Phenoxy Herbicides	aqueous/solid	EPA 515/555 / SW-846 8151	see Table	0	\$ 125.00	\$ -
PCBs	aqueous	SW-846 8082	see Table	0	\$ 55.00	\$ -
PCBs	soil/sediment	SW-846 8082 (Soxhlet)	see Table	0	\$ 55.00	\$ -
PCBs as decachlorobiphenyl	aqueous	EPA 508A	SUBCONTRACT-TA, GA	0	\$ 300.00	\$ -
PCB homologs & congeners	aqueous/solid	EPA 680	0.01 µg/L / 0.01 mg/Kg	0	\$ 380.00	
PCBs in Oil	oil	SW-846 8082	2 mg/kg dry	0	\$ 45.00	
PCBs on Wipes/Filter	wipes/Filter	SW-846 8082	see Table	0	\$ 55.00	
PCBs in Tissue	tissue	SW-846 8082	see Table	0	\$ 95.00	

Analyte(s)	Matrix	Analytical Method ¹	Reporting Limits ²	Estimated Quantity ³	Price per Sample	Total Price for Estimated Qty. of Analysis
<i>ii. Organic Analyses (continued)</i>						
Polychlorinated Dibenzo-p-Dioxins and Polychlorinated Dibenzofurans	aqueous/solid	EPA 1613 / SW-846 8280	see Table	0	\$ 425.00	
Formaldehyde	aqueous/solid	EPA 1667/ SW-846 8315	25 µg/L / 0.5 mg/kg	12	\$ 110.00	\$ 1,320.00
Alcohols	aqueous/solid	SW-846 8015	5 mg/L / 10 mg/kg	12	\$ 75.00	\$ 900.00
Ethylene Glycol	aqueous/solid	SW-846 8015	10 mg/L / 1 mg/kg	12	\$ 75.00	\$ 900.00
Hexane Extractable Material	aqueous/solid	EPA 1664		0	\$ 40.00	
Total Organic Halide (TOX)	aqueous/solid	SW-846 9020		0	\$ 60.00	
Total Organic Carbon	aqueous	SM 5310	1 mg/L	33	\$ 30.00	\$ 990.00
	soil/sediment	EPA-Lloyd Khan	1,000 mg/kg	7	\$ 60.00	\$ 420.00
Dissolved Organic Carbon	aqueous	SM 5310	0.5 mg/L	24	\$ 50.00	\$ 1,200.00
Volatile Fatty Acids	aqueous	SUBCONTRACT-PACE PA		0	\$ 200.00	
Carbon dioxide	aqueous	SM 4500	2 mg/L	0	\$ 30.00	
VOCs in air (Tedlar Bags)	air	TO-1/TO-15	see Table	0	\$ 150.00	
VOCs in air (Summa)	air	TO-15	see Table	0	\$ 200.00	
Section B. II. TOTAL:						\$ 115,913.00

Analyte(s)	Matrix	Analytical Method ¹	Reporting Limits ²	Estimated Quantity ³	Price per Sample	Total Price for Estimated Qty. of Analysis
III. Inorganic Analyses						
Individual metals (without digestion):						
iron	aqueous	SW-846 6010 or 6020	0.05 mg/L	45	\$ 9.00	\$ 405.00
	soil/sediment		20 mg/kg dry	4	\$ 9.00	\$ 36.00
lead	aqueous	SW-846 6010 or 6020	0.005 mg/L	100	\$ 9.00	\$ 900.00
	soil/sediment		2.5 mg/kg dry	0	\$ 9.00	\$ -
selenium	soil/sediment	SW-846 6010 or 6020	5 mg/kg dry	0	\$ 9.00	\$ -
arsenic	aqueous	SW-846 6010 or 6020	<0.005 mg/L	266	\$ 9.00	\$ 2,394.00
	soil/sediment		2 mg/kg dry	11	\$ 9.00	\$ 99.00
cadmium	aqueous	SW-846 6010 or 6020	0.001 mg/L	60	\$ 9.00	\$ 540.00
chromium	aqueous	SW-846 6010 or 6020	0.01 mg/L	60	\$ 9.00	\$ 540.00
manganese	aqueous	SW-846 6010 or 6020	0.01 mg/L	160	\$ 9.00	\$ 1,440.00
	soil/sediment		5 mg/kg dry	7	\$ 9.00	\$ 63.00
nickel	aqueous	SW-846 6010 or 6020	0.01 mg/L	100	\$ 9.00	\$ 900.00
aluminum	aqueous	SW-846 6010 or 6020	0.01 mg/L	0	\$ 9.00	\$ -
mercury	soil/sediment	SW-846 7470 or 7471	0.1 mg/kg dry	0	\$ 9.00	\$ -
other metals	aqueous/solid	SW-846 6010 or 6020		0	\$ 9.00	\$ -
digestion, per sample (for unfiltered aqueous and solids)		SW-846 3050 / EPA 200.8		0	\$ 10.00	\$ -
% moisture / % solids	soil/sediment	SM 2540G		2	\$ 5.00	\$ 10.00
Total and Amenable Cyanide	aqueous	SW-846 9010, 9012, or 9014	0.02 mg/L	60	\$ 30.00	\$ 1,800.00
	soil/sediment		0.5 mg/kg	0	\$ 30.00	\$ -
Perchlorate	aqueous/solid	EPA 6850	0.05 ug/L	0	\$ 100.00	
Methylene Blue Active Substance (MBAS)	aqueous/solid	SM 5540	0.05 ug/L	0	\$ 55.00	
Total Phenols	aqueous/solid	EPA 9065	0.03 mg/L	0	\$ 20.00	

Analyte(s)	Matrix	Analytical Method ¹	Reporting Limits ²	Estimated Quantity ³	Price per Sample	Total Price for Estimated Qty. of Analysis
III. Inorganic Analyses (continued)						
% Sulfur	aqueous/solid	EPA 6010C	0.25 mg/L	0	\$ 40.00	
chloride	aqueous	EPA 300.0	0.5 mg/L	24	\$ 10.00	\$ 240.00
nitrate	aqueous	EPA 300.0	0.1 mg/L	24	\$ 10.00	\$ 240.00
nitrite	aqueous	EPA 300.0	0.1 mg/L	0	\$ 10.00	
sulfate	aqueous	EPA 300.0	0.5 mg/L	81	\$ 10.00	\$ 810.00
sulfide	aqueous	SM 4500	0.1 mg/L	0	\$ 25.00	
phosphorous	aqueous	EPA 365.1	0.01 mg/L	0	\$ 20.00	
alkalinity	aqueous	SM 23208	5 mg/L	67	\$ 15.00	\$ 1,005.00
hardness	aqueous	SM 2340	3 mg/L	11	\$ 20.00	\$ 220.00
grain size (sieve analysis only)	soil/sediment	ASTM D6913		2	\$ 100.00	\$ 200.00
grain size (sieve and hydrometer)	soil/sediment	ASTM D6913/D7928		0	\$ 125.00	
Asbestos - PLM	bulk material	EPA 600/R-93/116	<1%	0	\$ 30.00	
Asbestos - TEM confirmation of negative PLM	bulk material	EPA 600/R-93/116	<1%	0	\$ 50.00	
Asbestos - PLM	soil	CARB 435	subcontract to EMSL	0	\$ 110.00	
Asbestos - PLM/TEM	soil	ASTM D7521-16	subcontract to EMSL	0	\$ 250.00	
Asbestos - FBAS/TEM	soil		0.005% by wt.	0	\$ 550.00	
Carbonaceous Biochemical Oxygen Demand, (cBOD ₅), mg/L	aqueous	SM 52108	2 mg/L	0	\$ 25.00	
Chemical Oxygen Demand	aqueous	EPA 410.4	20 mg/L	0	\$ 20.00	
Section B. III. TOTAL:						\$ 11,842.00

Item		Price
IV. Miscellaneous		
PFAS-free water (volume: _Sgal)		price per volume: FREE
Report in EMD Excel Format		price per report: FREE
Expedited 24-hr. verbal TAT (written report w/in 3 business days)		% premium: 100
expedited 3-business-day TAT		% premium: 50

Notes:

1. If bidding lab typically uses an equivalent method to that listed, then bidding lab should cross out the method listed and fill in theirs.
2. If a Reporting Limit is listed, then that is the minimum required by the NHDES under this contract; if none listed, bidding lab may fill in their lowest standard Reporting Limit, as applicable.
3. Quantity is estimated based on projected site sampling needs, July 2019 through June 2021. Quantities will not be submitted all at the same time; they will be spread over multiple sampling events and sites.
4. For VOC analyte list and reporting limits, see Attachment 1; also located at https://www.des.nh.gov/organization/divisions/water/dwgb/nhelap/documents/voc_analyses_full_list.pdf

Abbreviations:

AGQS: Env-Or 600 Table 600-1 Ambient Groundwater Quality Standards
 SRS: Env-Or 600 Table 600-2 Soil Remediation Standards
 PFAS: per- and polyfluoroalkyl substances
 TAT: Turn-around-time (i.e., results reported following sample receipt by laboratory)
 µg/L: microgram per liter
 mg/kg: milligram per kilogram
 mg/L: milligram per liter
 ng/g: nanogram per gram
 ng/L: nanogram per liter

PFAS Compound List

PFAS COMPOUND NAME	CAS #	DoD/DOE	
		QSM 5.2	Alpha List
Minimum Compound List to be included in price			
PERFLUOROTETRADECANOIC ACID - PFTeA	376-06-7	x	YES
PERFLUOROTRIDECANOIC ACID - PFTrA	72629-94-8	x	YES
PERFLUORODODECANOIC ACID - PFDoA	307-55-1	x	YES
PERFLUOROUNDECANOIC ACID - PFUnA	2058-94-8	x	YES
PERFLUORODECANOIC ACID - PFDA	335-76-2	x	YES
PERFLUORONONANOIC ACID - PFNA	375-95-1	x	YES
PERFLUOROOCTANOIC ACID - PFOA	335-67-1	x	YES
PERFLUOROHEPTANOIC ACID - PFHpA	375-85-9	x	YES
PERFLUOROHEXANOIC ACID - PFHxA	307-24-4	x	YES
PERFLUOROOCTANE SULFONIC ACID - PFOS	1763-23-1	x	YES
PERFLUOROHEXANE SULFONIC ACID - PFHxS	355-46-4	x	YES
PERFLUOROBUTANE SULFONIC ACID - PFBS	375-73-5	x	YES
N-ETHYL PERFLUOROOCTANE SULFONAMIDO ACETIC ACID - NEtFOSAA	2991-50-6	x	YES
N-METHYL PERFLUOROOCTANE SULFONAMIDO ACETIC ACID - NMeFOSAA	2355-31-9	x	YES
2,3,3,3-TETRAFLUORO-2-(HEPTAFLUOROPROPOXY)PROPANOIC ACID - HFPO-DA - GenXacid	13252-13-6		YES
4,8-dioxa-3H-perfluorononanoic acid (ADONA)	919005-14-4		YES
11-chloroicosafuoro-3-oxaundecane-1-sulfonic acid - 11Cl-PF3OUdS (F53B major)	763051-92-9		YES
9-chlorohexadecafluoro-3-oxanone-1-sulfonic acid - 9Cl-PF3ONS (F53B minor)	756426-58-1		YES
Additional Compounds Desired (check off those that are to be included for stated price)			
PERFLUOROPENTANOIC ACID - PFPEA	2706-90-3	x	YES
PERFLUOROBUTANOIC ACID - PFBA	375-22-4	x	YES
PERFLUORONONANESULFONIC ACID - PFNS	68259-12-1	x	YES
PERFLUOROHEPTANE SULFONIC ACID - PFHPS	375-92-8	x	YES
PERFLUOROPENTANE SULFONIC ACID - PFPEs	2706-91-4	x	YES
8:2 FLUOROTELOMER SULFONIC ACID - 8:2 FTSA	39108-34-4	x	YES
6:2 FLUOROTELOMER SULFONIC ACID - 6:2 FTSA	27619-97-2	x	YES
4:2 FLUOROTELOMER SULFONIC ACID - 4:2 FTSA	757124-72-4		YES
PERFLUOROOCTANESULFONAMIDE - FOSA	754-91-6	x	YES
N-ETHYL PERFLUOROOCTANE SULFONAMIDE - EtFOSA	4151-50-2		YES/In Process
N-METHYL PERFLUOROOCTANE SULFONAMIDE - MeFOSA	31506-32-8	x	YES/In Process
N-ETHYL PERFLUOROOCTANESULFONAMIDO ETHANOL - EtFOSE	1691-99-2		YES/In Process
N-METHYL PERFLUOROOCTANESULFONAMIDO ETHANOL - MeFOSE	24448-09-7		YES/In Process
PERFLUOROOCTADECANOIC ACID - PFODA	16517-11-6		YES
PERFLUOROHEXADECANOIC ACID - PFHxDA	67905-19-5		YES
PERFLUORODODECANE SULFONIC ACID - PFDODS	79780-39-5		YES/In Process
PERFLUORODECANE SULFONIC ACID - PFDS	335-77-3	x	YES
10:2 FLUOROTELOMER SULFONIC ACID - 10:2 FTSA	120226-60-0		YES/In Process
Bidder to State Additional Compounds and CAS #s to be Provided **			

*The CAS # will dictate in cases where parameter naming is in question.

**The acid form of the compound is preferred.

YES/In Process= Alpha is currently running MDL studies and bringing these compounds on-line (including NH certifications). These are included in our pricing.

EXHIBIT B

PAYMENT TERMS

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

1. The STATE agrees to pay Alpha Analytical, Inc. the price per analysis as specified in EXHIBIT A.
2. The STATE agrees to accept and pay invoices as submitted by Alpha Analytical, Inc. 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 Alpha Analytical, Inc. by the STATE shall not exceed \$249,000 for NHFY 2020 and \$154,000 for NHFY 2021 unless said section is increased by the STATE in accordance with Governor and Council approval.

EXHIBIT C

SPECIAL PROVISIONS

21. 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 by the Contractor. Therefore, the State does not guarantee that the Contractor will be requested to provide analytical services equivalent to the contract limitation.

Certificate of Authority # 1

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

Corporate Resolution

I, James F. McGrail, hereby certify that I am duly elected Clerk/Secretary of
(Name)

Alpha Analytical 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 March
(Month)

15, 20 19 at which a quorum of the Directors/shareholders were present and voting.
(Day) *(Year)*

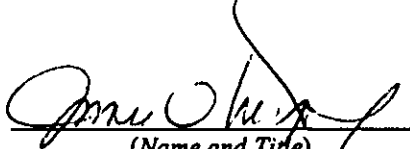
VOTED: That Dan Tullyman, CFO (may list more than one person) is duly authorized to
(Name and Title)

enter into contracts or agreements on behalf of Alpha Analytical Inc. 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: March 18, 2019

ATTEST: 
(Name and Title)

James F McGrail, Clerk

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 ALPHA ANALYTICAL, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on March 22, 2019. 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: 815501

Certificate Number : 0004457397



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of March A.D. 2019.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/21/2019

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).

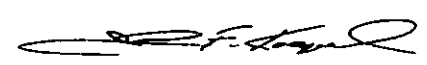
PRODUCER Eastern Insurance Group LLC 233 West Central St Natick MA 01760	CONTACT NAME: Risk Management PHONE (A/C. No. Ext): (800) 333-7234 E-MAIL ADDRESS:		FAX (A/C. No.):
	INSURER(S) AFFORDING COVERAGE		
INSURED Alpha Analytical Inc 145 Flanders Road Westboro MA 01581-1019	INSURER A: Greenwich Insurance Company		NAIC # 22322
	INSURER B: Continental Ins Co		35289
	INSURER C: Indian Harbor Insurance Co		36940
	INSURER D: Endurance American Specialty		41718
	INSURER E: Hartford Insurance		29424
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 2018-19 Master Alpha **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			GEC300011705	8/6/2018	8/6/2019	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMPROP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY			6020175421	8/6/2018	8/6/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Waiver of Subrogation \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	SXS0048047 (1st \$5M)			EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 10,000,000
D				ELD10005467203 (2nd \$5M)	8/6/2018	8/6/2019	\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			08WBAC3TUB	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			PEC004177705	8/6/2018	8/6/2019	Each Occurrence \$ 5,000,000
	Pollution Liability						Aggregate \$ 5,000,000

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

CERTIFICATE HOLDER State of New Hampshire Dept. of Environmental Services (NHDES) 29 Hazen Drive PO Box 95 Concord, NH 03302	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 John Koegel/LEEO 

Attachment A

Results Request for Qualifications-Based Bids For Laboratory Analytical Services Bid#: RFP DES 2019-10

The New Hampshire Department of Environmental Services (NHDES) issued an invitation to bid (Bid#: RFP DES 2019-10) for the award of one contract for laboratory analytical services on January 17, 2019. This was a qualifications-based selection that included a reference bid.

Four bid 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(ies) completing the work (40%)
- Total cost of samples in Exhibit A as determined by a cost matrix (40%)

The scoring and ranking of the bids are provided below.

Bidder	Reference Bid Price	Cost: 120 Points (40%)	Under-standing: 60 Points (20%)	Qualifications: 120 Points (40%)	Total Possible Score: 300 Points	Rank
Alpha Analytical	\$145,725	119	57	119	295	1
Absolute Resource Associates	\$150,912	115	53	108	276	2
Con-Test	\$144,218	120	39	86	245	3
Eastern Analytical, Inc.	\$180,199	96	45	83	224	4

Cost Scoring = [Lowest Reference Bid Price / Reference Bid Price] X 40 Points X 3

Bid scoring committee identification and qualifications.

Scoring Committee Member Name	Qualifications
Robin Mongeon, P.E.	Program Manager, Federal Sites Program, Hazardous Waste Remediation Bureau. Twenty-five years at NHDES. Seven years in environmental consulting. B.S. Engineering Technology – Norwich University; M.S. Environmental Science – University of Massachusetts, Lowell.
Michael Summerlin, P.E.	Civil Engineer, Federal Sites Program, Hazardous Waste Remediation Bureau. Four years at NHDES. Twenty-four years in environmental consulting. B.S. Civil/Environmental Engineering - University of New Hampshire.
Anthony Drouin	Environmentalist, Residuals Management Program, Wastewater Engineering Bureau. One year at NHDES. Eleven years in industry. B.S. Environmental Science – University of Maine.