

The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

June 20, 2018

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

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REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a contract with TestAmerica Laboratories Inc. (VC# 219537) of North Canton, Ohio in the total amount of \$565,000, to provide sampling containers and laboratory analytical services, effective upon Governor and Council approval through June 30, 2021. Funding is 35% MtBE Remediation Funds, and 65% Drinking Water and Groundwater Trust 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.

Account Name and Number 03-44-44	FY 2019	FY 2020	FY 2021	Total
MtBE Remediation Settlement Fund 444010-8893-102-500731 Contracts for Program Services	\$65,000	\$70,000	\$65,000	\$200,000
Drinking Water and Groundwater Trust Fund 442010-3904-102-500731 Contracts for Program Services	\$235,000	\$65,000	\$65,000	\$365,000
Total	\$300,000	\$135,000	\$130,000	\$565,000

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 groundwater and drinking water sources in New Hampshire communities.

Since August of 2014, the MtBE Remediation Bureau has been collecting samples for volatile organic compound (VOC) analysis to assess and monitor methyl-tert-butyl ether (MtBE) impacts to drinking water supply wells. More than 6,000 water supply wells have been assessed since program inception. Detectable levels of MtBE are identified in approximately 15% of the wells sampled. The existing laboratory services contract for VOC analysis will expire on June 30, 2018. This contract will allow MtBE Settlement Funds to continue to be used to assess VOCs in drinking water supply wells throughout the state of NH.

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

In addition to MtBE Settlement Funds, The Drinking Water and Groundwater Trust Fund, established under RSA 485-F, is intended to provide for the protection, preservation, and enhancement of the drinking water and groundwater resources of the state. This work will include a statewide drinking water quality sampling program to better understand the distribution of per- and polyfluoro alkylated substances (PFAS) and a suite of other drinking water contaminants. The New Hampshire Drinking Water and Groundwater Advisory Commission authorized the statewide water quality sampling program at its meeting on November 2, 2017.

This contract is necessary to: (1) continue to allow the DES MtBE Remediation Bureau to assess and monitor MtBE in private drinking water wells in order to identify at-risk residents and arrange for the long term provision of point of entry treatment systems or connection to alternate water supplies; and to (2) address the enabling legislation for the Trust Fund that charges DES, in part, to "measure levels of contamination statewide . . ." Work performed under this contract will provide vital information to DES in prioritizing its work to protect the more than 60% of citizens who rely on groundwater as their primary drinking water source.

Three analytical laboratory contracts are necessary to address the anticipated volume of analytical work and assure timely and responsive service. Two additional contracts for analytical services are being submitted under separate cover.

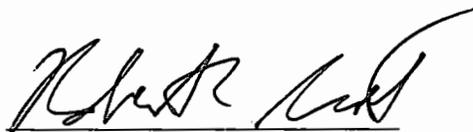
DES issued a Request for Bids on January 11, 2018, that included a requirement for submission of a qualifications package with each bid. The Request for Bids was posted on the Department of Administrative Services Purchase and Property website and was mailed out to 78 laboratories known to provide analytical services in New Hampshire.

Nine laboratories submitted bid packages. The bid packages were reviewed by a committee consisting of three DES 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 Request for Bids. Three laboratories were selected for contract awards based on the scores and pricing provided in Attachment A.

TestAmerica Laboratories 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 DES.

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

We respectfully request your approval.



Robert R. Scott, Commissioner

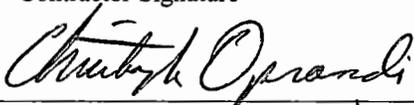
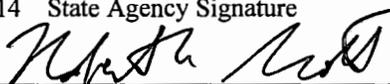
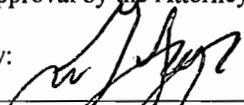
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name 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 TestAmerica Laboratories Inc.		1.4 Contractor Address 4101 Shuffel Drive NW, North Canton, OH 44720	
1.5 Contractor Phone Number 973-615-4435	1.6 Account Number 03-44-44-444010-8893-102 03-44-44-444010-3904-102	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$565,000
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 Christopher Oprandi, Senior VP Operations and Client Service	
1.13 Acknowledgement: State of <u>New York</u> , County of <u>Erie</u> On <u>May 17, 2018</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]		Karen E. Krehl Notary Public, State of New York Qualified in Erie County No. 01KR6226208	
1.13.2 Name and Title of Notary or Justice of the Peace Karen E. Krehl Administrative Assistant		My Commission Expires August 2, 2018	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Robert R. Scott, Commissioner NH DES	
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: 7/2/18			
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 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

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

15. WORKERS' COMPENSATION.

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

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

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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

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

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

SCOPE OF SERVICES

The scope of services to be provided to the New Hampshire Department of Environmental Services (NHDES) by TestAmerica Laboratories Inc. (Contractor) through this contract shall include the following:

1. Contractor shall, at the request of NHDES, perform analytical services as necessary to identify and quantify contaminants in aqueous samples (including drinking water, groundwater, surface water and wastewater) as specified in Section A of this Exhibit.
2. Contractor shall perform all analyses requested by NHDES. If Contractor's sample capacity precludes analysis of 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 NHDES.
3. Contractor shall provide all necessary materials, including sample containers, coolers, preservatives, sample container labels, chain of custody forms, field blanks, trip blanks and air sampling media for collecting the samples. The containers shall be clean and conform to EPA quality control requirements and procedures, including preservation in accordance with applicable methodology. When requesting sampling equipment, NHDES will specify the number of trip blanks and field blanks required.
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 on collection methods and interpretation of reports at no additional cost to NHDES.
7. Contractor shall provide technical support in the event that there are discrepancies in testing results among the labs awarded contracts. This technical support shall include investigation of the cause of the discrepancies.
8. Contractor shall pick up, or arrange for third party pick up, of samples at the Department of Environmental Services, 29 Hazen Drive, Concord, New Hampshire upon request by the NHDES at no additional cost to NHDES. Express mail carrier service (overnight delivery) for sample pick up may be used. However, Contractor must provide all shipping containers, prepare all shipping containers for shipment (includes packaging, necessary preservation, custody seals and completion of shipping documents) and assume responsibility for all shipping costs. Sample transport shall be in iced containers and follow all EPA protocols for sample transport, including custody seals and chain-of-custody. For samples determined to be priority samples by NHDES, Contractor shall

conduct pick-ups no later than twenty-four (24) hours after request by NHDES or assume all related costs for 24 hour express shipment to Contractor.

9. Contractor 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 NELAC Institute (TNI) standards. Written analytical reports shall be prepared by Contractor and sent electronically in .pdf format to NHDES within five working days after completion of the sample analyses.
10. Contractor 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. Electronic submittals shall be within ten working days after completion of the sample analyses. The Microsoft Excel documents that are used to submit data must not contain any abbreviations, omissions, or alterations of the information provided by NHDES to Contractor on the chain of custody form. The Excel template may be found on the NHDES web site at http://des.nh.gov/organization/divisions/water/wmb/emd/documents/activity_template.xls.
11. Contractor shall send reports directly to the well owner in instances where analyses are paid for by the well owner. The reports shall be sent electronically by email or regular mail using information provided by NHDES. The reports shall be mailed within ten working days of sample analysis with copies to NHDES, as specified in Items 9 and 10 above, when appropriate permission has been obtained from the well owner.
12. Contractor shall report results for Group 2 and Group 3A of Section A of this Exhibit 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/>
13. Contractor shall include a link to the NHDES Be Well Informed web application when sending results to well owners as specified in item 12 above.
14. Unless otherwise specified or requested by NHDES, the standard turnaround time for analysis and reporting of results shall be three weeks (fifteen working days) from the date of Contractor receipt of the samples as documented on the corresponding chain of custody form.
15. Contractor shall perform expedited analyses on certain samples, as determined by NHDES; e-mailed reports shall be required in less than three working days of receipt of such samples.
16. Contractor shall retain and store samples at 4°C until such time as they are disposed in accordance with established laboratory policy, unless specifically requested by NHDES to retain samples for a longer period of time or to return samples to NHDES under

chain-of-custody. Contractor shall be responsible for the disposal of samples at no additional cost to NHDES. Such disposal shall be conducted in accordance with all applicable federal and state regulations adopted pursuant to the federal Resource Conservation and Recovery Act and NH RSA 147-A (for contractors located in New Hampshire) or applicable statutes in the sub-contracted laboratory's home state.

17. Contractor shall perform all Quality Assurance/Quality Control (QA/QC) measures as per the requested method and per NELAC Institute (TNI) standards. Full documentation of QA/QC is not required with the final data package unless specified by NHDES in advance of sample submission.
18. Contractor shall make available QA/QC data at the request of the NHDES. This information must be retrievable from Contractor's Laboratory Information Management System for a period not less than five years and be available for inspection at any time by the State. Contractor shall be subject to any State Quality Assurance/Quality Control audits and inspections by the State. 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.
19. Contractor shall report results for all analytes listed in Section A by the methodology listed and to the detection limits specified therein.
20. Contractor shall provide NHDES with estimated J-Flag detection values for all compounds down to the lowest detection limit that the equipment used to process the sample allows.
21. Contractor shall credit NHDES if samples are broken by the laboratory, not processed within analytical hold times, or fail laboratory QA/QC.
22. On occasion, NHDES may require additional analyses for constituents or methods not listed in Section A. Upon request, Contractor may be asked to provide these analyses at a quoted cost.
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 sent electronically to:

Derek Bennett
Derek.Bennett@des.nh.gov
NHDES – Waste Management Division
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095

Section A

GROUP 1. VOLATILE ORGANIC COMPOUNDS METHOD 524.2
ACREDIDATION/CERTIFICATION = NELAP

PRICE PER SAMPLE: \$40.00

EXPEDITED COST: \$64.00

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

**GROUP 2. STANDARD ANALYSIS
ACREDIDATION/CERTIFICATION = NELAP**

PRICE PER SAMPLE: \$161.00

EXPEDITED COST: \$322.00

ANALYTE	METHOD	REPORTING LIMIT
Total Coliform Bacteria	SM 9223B	Absent
E. coli Bacteria	SM 9223B	Absent
pH	SM 4500-H ⁺ B	calibration 4.0-10.0
Hardness	EPA 200.7 Calculation	60 mg/L
Iron	EPA 200.7	0.05 mg/L
Manganese	EPA 200.7	0.01 mg/L
Sodium	EPA 200.7	1 mg/L
Chloride	Lachat 10-117-07-1-B	3 mg/L
Nitrate	Lachat 10-107-04-1-C	0.05 mg/L
Nitrite	Lachat 10-107-04-1-C	0.05 mg/L
Fluoride	Lachat 10-109-12-2-A	0.20 mg/L
Copper	EPA 200.7	0.05 mg/L
Lead	EPA 200.8	1 µg/L
Arsenic	EPA 200.8	1 µg/L
Uranium	EPA 200.8	1 µg/L

Other USEPA SDWA approved methods capable of achieving the reporting limit specified may be accepted. A list of approved methods may be found at the following website -

<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

**GROUP 3a. BASIC RADIOLOGICAL ANALYSIS
ACREDIDATION/CERTIFICATION = NELAP**

PRICE PER SAMPLE: \$130.00

EXPEDITED COST: \$260.00

ANALYTE	METHOD	REPORTING LIMIT
Analytical Gross Alpha	EPA 900.0	3 pCi/L
Uranium	EPA 200.8	1 µg/L
Radon**	SM 7500-Rn	100 pCi/L

Other USEPA SDWA approved methods capable of achieving the reporting limit specified may be accepted. A list of approved methods may be found at the following website -

<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

GROUP 3b. COMPREHENSIVE RADIOLOGICAL ANALYSIS**PRICE PER SAMPLE: \$308.00****EXPEDITED COST: \$456.00**

ANALYTE	METHOD	REPORTING LIMIT
Analytical Gross Alpha	EPA 900.0	3 pCi/L
Analytical Gross Beta	EPA 900.0	4 pCi/L
Radium 226	EPA 903.1	1 pCi/L
Radium 228	EPA 904.0	1 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>

EPA=USEPA Methods.

SM=Standard Methods for the examination of Water and Wastewater, American Public Health Association

GROUP 4. CHLORATE**ACREDIDATION/CERTIFICATION = NELAP****PRICE PER SAMPLE: \$20.00****EXPEDITED COST: \$40.00**

ANALYTE	METHOD	REPORTING LIMIT
Chlorate	EPA 300.1, ASTM D6581-08, SM 4110D (1997)	20 µg/L

EPA=USEPA Methods.

ASTM=American Society for Testing and Materials

SM=Standard Methods for the examination of Water and Wastewater, American Public Health Association

GROUP 5. PERCHLORATE**ACREDIDATION/CERTIFICATION = NELAP****PRICE PER SAMPLE: \$110.00****EXPEDITED COST: \$176.00**

ANALYTE	METHOD	REPORTING LIMIT
Perchlorate	EPA 314, 331, or 332	0.2 µg/L

EPA=USEPA Methods.

GROUP 6. 1,4-DIOXANE**ACREDIDATION/CERTIFICATION = NELAP – SPECIFICALLY FOR 1,4-DIOXANE****PRICE PER SAMPLE: \$75.00****EXPEDITED COST: \$120.00**

ANALYTE	METHOD	REPORTING LIMIT
1,4-Dioxane	EPA 522 / 8260 / or 8270	0.2 µg/L

EPA=USEPA Methods.

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>

**GROUP 7. HEXAVALENT CHROMIUM
ACREDIDATION/CERTIFICATION = NELAP**

PRICE PER SAMPLE: \$55.00

EXPEDITED COST: \$88.00

ANALYTE	METHOD	REPORTING LIMIT
Hexavalent Chromium	EPA 218.7	0.3 µg/L

EPA=USEPA Methods.

**GROUP 8. PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) BY ISOTOPE DILUTION
ADHERE TO THE DOD ELAP QUALITY SYSTEMS MANUAL VERSION 5.1
DOD CERTIFIED FOR PFAS USING ISOTOPE DILUTION**

PRICE PER SAMPLE: \$165.00

EXPEDITED COST: \$264.00

ANALYTE	CASH	REPORTING LIMIT
8:2 FLUOROTELOMERSULFONATE - 8:2 FTS	39108-34-4	2 ng/L
FLUOROTELOMER SULFONATE 6:2	27619-97-2	2 ng/L
N-METHYL PERFLUOROOCETANESULFONAMIDOACETIC ACID	2355-31-9	2 ng/L
PERFLUOROBUTANESULFONIC ACID	375-73-5	2 ng/L
PERFLUOROBUTANOIC ACID - PFBA	375-22-4	2 ng/L
PERFLUORODECANE SULFONATE - PFDS	335-77-3	2 ng/L
PERFLUORODECANOIC ACID - PFDA	335-76-2	2 ng/L
PERFLUORODODECANOIC ACID - PFDOA	307-55-1	2 ng/L
PERFLUOROHEPTANE SULFONATE - PFHPS	375-92-8	2 ng/L
PERFLUOROHEPTANOIC ACID - PFHPA	375-85-9	2 ng/L
PERFLUOROHEXADECANOIC ACID - PFHXDA	67905-19-5	2 ng/L
PERFLUOROHEXANOIC ACID - PFHXA	307-24-4	2 ng/L
PERFLUOROHEXYLSULFONIC ACID	355-46-4	2 ng/L
PERFLUORONONANOIC ACID - PFNA	375-95-1	2 ng/L
PERFLUORO-N-TRIDECANOIC ACID - PFTRDA	72629-94-8	2 ng/L
PERFLUOROOCETANOIC ACID - PFOA	335-67-1	2 ng/L
PERFLUOROOCETYL SULFONIC ACID	1763-23-1	2 ng/L
PERFLUOROPENTANOIC ACID - PFPEA	2706-90-3	2 ng/L
PERFLUOROTETRADECANOIC ACID - PFTEDA	376-06-7	2 ng/L
PERFLUOROUNDÉCANOIC ACID - PFUNA	2058-94-8	2 ng/L

DoD ELAP = United States Department of Defense Environmental Laboratory Accreditation Program

GROUP 9. PER-AND POLYFLUOROALKYL SUBSTANCES (PFAS) GENX AND ADONA

PRICE PER SAMPLE: \$265.00

EXPEDITED COST: \$424.00

ANALYTE	CASH	REPORTING LIMIT
GENX	62037-80-3	2 ng/L
ADONA	958445-44-8	2 ng/L

EXHIBIT B

PAYMENT TERMS

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

1. The STATE agrees to pay TestAmerica Laboratories Inc. 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 TestAmerica Laboratories 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. Invoices shall be sent to:
Derek S. Bennett
New Hampshire Department of Environmental Services
Waste Management Division – MtBE Remediation Bureau
29 Hazen Drive, PO Box 95
Concord NH 03302-0095
Derek.Bennett@des.nh.gov
4. The total amount of all payments made to TestAmerica Laboratories Inc. by the STATE shall not exceed \$565,000 for the contract period.

EXHIBIT C

SPECIAL PROVISIONS

Section 14.3 of the agreement is amended by replacing the last sentence with “Contractor shall 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.”

25. Volume of Work

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

26. Quality Assurance/Quality Control

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

State of New Hampshire

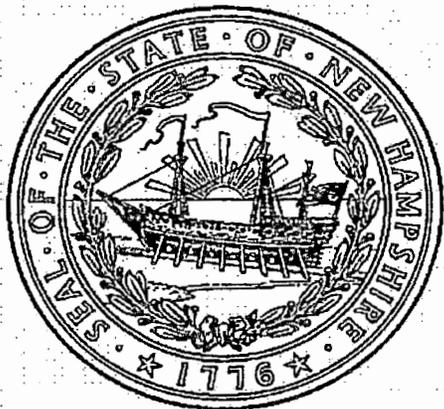
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TESTAMERICA LABORATORIES, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on December 28, 2004. 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: 528246

Certificate Number: 0004097172



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of May A.D. 2018.

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

William M. Gardner
Secretary of State

Corporate Resolution

RESOLVED,

That Christopher Oprandi, in his capacity as Senior Vice President Operations and Client Services for TestAmerica Laboratories, Inc. a company duly organized and in good standing under the laws of the State of Delaware, has been authorized to execute the State of New Hampshire Contract Award RFB Env Svs 2018-01, on behalf of TestAmerica Laboratories, Inc. by authority of its Board of Directors, thereunto duly authorized, and that such authority is in full force and effect at the date hereof.



Rachel Brydon Jannetta
President/CEO
TestAmerica Laboratories, Inc.
May 14, 2018
Tax ID #23-2919996

Corporate Seal
No seal

Attachment A

Results
Request for Qualifications Based Bids
For
Laboratory Analytical Services
Bid#: RFB EnvS vs 2018-01

The New Hampshire Department of Environmental Services (NHDES) issued an invitation to bid (Bid#: RFB Env Svs 2018-01) for the award of up to three contracts for laboratory analytical services on January 11, 2018. This was a qualifications based selection that included a reference bid.

Nine 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 the test matrix below 40%

The scoring and ranking of the bids are provided below.

Bidder	Reference Bid Price	Cost 120 Points 40%	Understanding 60 Points 20%	Qualifications 120 Points 40%	Total Score 300 Points	Rank
J.W.C. Enterprises Inc.	\$923,870	120	56	112	288	1
Nelson Analytical Lab	\$968,125	115	56	106	277	2
Test America Laboratories Inc.	\$1,092,850	101	54	117	272	3
Absolute Resource Associates	\$1,246,445	89	59	112	260	4
Katahdin Analytical Services	\$1,233,946	90	51	112	253	5
Eurofins	\$2,251,350	49	59	114	222	6
University of Iowa State Hygienic Lab	\$2,512,448	44	53	106	203	7
SGS	\$1,211,520	92	16	67	175	8
Northeast Laboratory Services	\$1,736,400	64	12	22	98	9

Bid scoring committee identification and qualifications.

Scoring Committee Member Name	Qualifications
Derek Bennett	Administrator, Drinking Water Quality Program, MtBE Remediation Bureau. Eighteen years at NHDES. B.S. Environmental Science - University of New Hampshire.
Brandon Kernen, P.G.	Supervisor, Hydrology and Conservation Program, Drinking Water and Groundwater Bureau. Eighteen years at NHDES. B.S. Hydrology and Water Resources - University of Arizona. M.S. Civil and Environmental Engineering - Tufts University
Kate Emma Schlosser, P.E.	Civil Engineer, Emerging Contaminants Program, Hazardous Waste Remediation Bureau. One year at NHDES. Sixteen years in environmental consulting. B.S. Civil Engineering - University of Vermont.