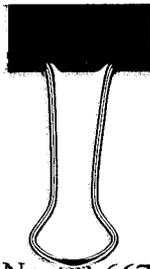


MAY 2002



Contract No. 20-667-55-02459

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**STATE OF NEW MEXICO  
NEW MEXICO ENVIRONMENT DEPARTMENT  
PROFESSIONAL SERVICES PRICE AGREEMENT  
LABORATORY ANALYTICAL SERVICES**

**THIS AGREEMENT** made and entered into by and between the **State of New Mexico Environment Department**, hereinafter referred to as the "Agency" and Paragon Analytics, Inc., hereinafter referred to as the "Contractor".

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

1. **Scope of Work**

The Contractor shall render the following services:

Upon request of the Agency, the Contractor shall perform specified chemical analyses on soil, water, tissue and air samples delivered by the Agency to the Contractor's laboratory. These chemical analyses shall be performed in accordance with U.S. Environmental Protection Agency (EPA) SW-846 (latest edition) methods and within EPA's method detection limits, or in accordance with methods approved in advance by the Agency. All routine chemical analyses results shall be reported to the Agency within thirty (30) days of delivery of the samples to the Contractor's laboratory. All samples shall be analyzed within the holding time specified by EPA standard methods for the particular chemical constituents. Special priority samples shall be analyzed as required by the Agency within a time frame specified by the Division and agreed to by the Contractor.

All handling of samples submitted for chemical analyses to the Contractor's laboratory shall be documented in accordance with generally accepted chain-of-custody procedures. The Contractor shall provide the Agency, as soon as possible after the chemical analyses is completed, but in no event later than 30 days, a written sample result form and an electronic data deliverable in a format mutually agreeable to the Agency and the written sample result form in a format mutually agreeable to the Agency and the Contractor as well as all chain-of-custody documents. The Contractor shall be responsible for the disposal of all samples no sooner than thirty (30) days after delivery of the sample results form to the Agency, unless otherwise specified by the Agency.

Upon the request of the Agency, the Contractor shall make available to the Agency, laboratory personnel who performed particular chemical analyses for the purpose of providing oral or written testimony in administrative or legal proceedings.

LANL: REFERENCE METHOD-08 CONTRACT WITH PARAGON - SAMPLING AND RADIATION



9871

Request For Proposal No. 20-667-55-02459 and the contractor's proposal are incorporated by reference into this agreement and are made part of this agreement. In addition, any work requested by the Agency through submission of a Chain-Of-Custody Form will become part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

- (1) The terms and conditions of this document;
- (2) The Chain-of-Custody Form;
- (3) The Request For Proposals;
- (4) The Contractor's Proposal;
- (5) The Contractor's Standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

2. **Compensation**

- A. The Agency shall pay to the Contractor in full payment for services rendered at the rate listed in Appendix D (Fee Schedule)
- B. The New Mexico gross receipts' tax levied on the amounts payable under this Agreement shall be paid by the Agency to the Contractor.
- C. Payment shall be made upon receipt of detailed, certified Statement of Account. All invoices shall be submitted by Contractor to the Bureau who submitted the samples at:
  1. New Mexico Environment Department – Hazardous Waste Bureau, 2905 Rodeo Park Drive East, Bldg. 1, Santa Fe, NM 87505-6303
  2. New Mexico Environment Department – Underground Storage Tank Bureau, 2044 Galisteo Street, Santa Fe, NM 87505-2100
  3. New Mexico Environment Department – Ground Water Quality Bureau, Harold Runnels Building 1190 St. Francis Drive, P.O. Box 26110, Santa Fe, NM 87502-0110
  4. New Mexico Environment Department – Department Of Energy Oversight Bureau, 2905 Rodeo Park Drive East, Bldg. 1, Santa Fe, NM 87505-6303
  5. New Mexico Environment Department – Air Quality Bureau, 2048 Galisteo St., Santa Fe, NM 87505-2100
  6. New Mexico Environment Department – Drinking Water Bureau, 525 Camino del Los Marquez, Suite 1, Santa Fe, NM 87505
- D. The Agency shall compensate the Contractor for work satisfactorily performed hereunder in accordance with the fee schedule submitted by the Contractor and attached hereto as appendix D. Invoices will be submitted by the Contractor on a monthly basis.

The Agency shall have forty-five (45) days after receipt of said invoice within which to declare such work to be satisfactory and submit payment in accordance with the fee schedule which appears as appendix D. In the event the Agency finds any such work unsatisfactory, notice hereof must be tendered to Contractor within thirty (30) days of the date of the invoice in question, and the Agency shall provide a detailed listing of its objections to the work in said written notice. In this instance, payment will only be forwarded for that portion of the work which the Agency deems satisfactory. The Contractor shall have ten working days to cure the cause or causes of such dissatisfaction. Upon cure, the Agency shall tender remaining payment of the invoice. Final payment is subject to the release requirements set out in paragraph 9 of this agreement.

- E. The Contractor shall provide the Agency within five working days of verbal notice, at no extra cost, ice chests, sample containers, lab forms, field blanks, and shipping charges for five (5) or more samples.
- F. Field blanks included with five (5) or more samples shall be analyzed at no extra cost to the Agency.
- G. Invoices shall include site specific cost center codes which will be furnished by the Agency on sample sheets. The Agency shall be responsible for completing the sample sheet correctly so that the invoice can be routed to the appropriate Bureau within the Agency. Contractor will not accept a sample sheet without specific cost center code(s) on them.
- H. Sample results will be reported to the appropriate Agency Representative at the address shown on the Chain-Of-Custody form within thirty (30) days for normal priority samples, within fourteen (14) days for priority 2 samples and within 24 hours for priority 1 samples (48 hours when method precludes 24 hour reporting). Surcharges for priority 1 and 2 samples are included in appendix I. Cost for normal priority samples not received within a thirty calendar day turnaround time will be reduced at a rate of 10% of the standard rate of the overdue analysis for each additional work week up to 50% of the total cost of the analysis. Samples not analyzed within the required holding time will not be billed to the Agency.
- I. Payment of taxes for any money received under this agreement shall be the contractor's sole responsibility and shall be reported under the contractor's federal and state tax identification numbers. The contractor may invoice the Agency for New Mexico gross receipts tax or local option taxes for services.
- J. Within fifteen days after the agency receives written notice from the contractor that payment is requested for services or items of tangible personal property delivered on site and received, the agency shall issue a written certification of complete or partial acceptance or rejection of the services or items of tangible or personal property. If the agency finds that the services or items of tangible personal property are not acceptable, it shall, within thirty days after the date of receipt of written notice from the contractor that

payment is requested, provide to the contractor a letter of exception explaining the defect or objection to the services or delivered tangible personal property along with details of how the contractor may proceed to provide remedial action. Upon certification by the agency that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the contractor within thirty days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day after the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the contractor at a rate of 1.5% per month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the contractor within five working days of the receipt of funds from that funding agency.

3. **Term**

This Agreement shall not become effective until approved by the State Purchasing Agent. This Agreement shall terminate on March 22, 2004 unless terminated pursuant to paragraph 4 infra. The State Purchasing Agent may extend this agreement for one (1) two year term, after the Agency gives the contractor written notice at least forty-five (45) days prior to the expiration of the then-current term. The renewal acceptance and Service Schedule (SS) must be delivered to the State Purchasing Division for processing fifteen (15) days prior to the expiration date. With the exception of price, all terms and conditions of this agreement shall apply to any option terms exercised by the Agency. Changes to terms and conditions are subject to mutual acceptance.

4. **Termination**

The following provisions are applicable in the event that the agreement is terminated.

A. **Termination for Convenience**

At any time, the Agency may terminate this agreement, in whole or in part, by giving the contractor (30) days written notice; provided, however, the Agency does not have the right to terminate a specific purchase order for convenience after it has been issued if the Product is ultimately accepted.

B. **Termination for Cause**

Either party may terminate the agreement for cause based upon material breach of this agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct the breach, the

non-breaching party may declare the breaching party in default and terminate the agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

#### C. The Agency's Rights

In the event the agreement expires or is terminated for any reason, except non-appropriation, the Agency shall retain its rights in all equipment and services accepted prior to the effective termination date.

#### D. The Contractor's Rights

In the event the agreement expires or is terminated for any reason, except non-appropriation, the Agency shall pay the contractor all amounts due for equipment and services ordered and accepted prior to the effective termination date or ordered before the effective termination date and ultimately accepted.

### 5. Status of Contractor

The Contractor and his agents and employees are independent contractors and are not employees of the State of New Mexico. The Contractor and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this agreement.

### 6. Assignment

Neither party shall assign or transfer any interest in this agreement or assign any claims for money due or to become due, without the prior written approval of the other party which shall not be unreasonably withheld. No assignment or transfer shall relieve either party from its obligations or liabilities under the agreement.

### 7. Subcontracting

The contractor shall not subcontract any portion of this agreement without the prior written approval of the Agency which shall not be unreasonably withheld. Whenever the use of subcontractors is approved, the contractor shall remain solely responsible for the performance of this agreement.

### 8. Records and Audit

The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the agency, the Department of Finance and Administration, and the State Auditor. The Agency shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Agency to recover excessive illegal payments.

9. **Appropriations.**

The terms of this agreement and any purchase order issued under this agreement are contingent upon sufficient appropriations being made by the Legislature of New Mexico for the performance of this agreement. Notwithstanding any language to the contrary in this agreement or in any purchase order or other document, the Agency may terminate its obligations under this agreement, or any extension thereof, if sufficient appropriations are not made by the Legislature to pay amounts due. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final and binding.

The Agency shall provide sixty (60) days notice, if possible, of its intent to terminate for non-appropriation. Such termination shall relieve the Agency, the State of New Mexico, and its officers and employees from any responsibility or liability for the payment of any further amounts under the relevant purchase order.

10. **Warranties**

The contractor shall provide the Agency with the following warranties:

A. **Service Warranty**

The Contractor warrants that service will be provided in a workmanlike manner by qualified technicians in accordance with EPA methods or industry accepted methods where EPA methods do not apply.

B. **Guaranteed Turn-Around Time**

The Contractor warrants that Data packages will be delivered to the Agency with-in the specified time as stated in section one (I) of this Price Agreement.

11. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from this Agreement. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein by the State of New Mexico, unless the Contractor has expressed written authority to do so, and then only within the strict limits of that authority.

12. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

13. **Conflict of Interest**

The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in a manner or degree with the performance of services required under this Agreement. The Contractor shall comply with the provisions of NMSA 1987, SS 10-16-12 which require disclosure in writing to the Office of the Secretary of State of amounts received under contract with the State of New Mexico when and if such provision becomes applicable.

14. **Amendment**

The agreement shall only be amended by written instrument executed by duly authorized representatives of the parties.

15. **Changes to the Equipment and Service Schedule(SS)**

After the initial SS has been accepted by the Agency and filed with the State Purchasing Division, the contractor may change the prices for equipment and services subject to the following provisions:

A. The contractor shall not raise prices for products or services during the then-current agreement term.

B. If the contractor lowers the price of any product or service, the contractor may subsequently raise the price back to the original price but no higher. Published price reductions must be offered to the Agency at the time of the announced reduction and must be submitted to the State Purchasing Division as soon as practicable after the effective date of the reductions.

C. The contractor may request permission to add new products and services to the SS provided that the pricing is agreed to between the Agency and the Contractor and the new products and services are within the scope of the procurement as defined in the request for proposals. Additions to the SS must be submitted to the contract administrator for review and approval. All items added must be deliverable within sixty (60) days of receipt of a purchase order.

D. Upon ninety (90) days written notice to the Agency, the contractor may withdraw any product or service from the SS. Once withdrawn, the product or service may not be resubmitted during the then-current agreement term. Approval of resubmitted items is at the sole discretion of the Agency.

E. The Agency reserves the right to require demonstrations of new products before allowing them to be added to the SS and to reject products that the Agency believes to be inappropriate for use by the Agency. All such demonstrations must be conducted in Santa Fe or Albuquerque, New Mexico. Except for travel by State employees, the direct expense for such demonstrations is the sole obligation of the contractor.

F. All changes to the SS must be filed with the State Purchasing Division to become effective.

G. The contract administrator shall be responsible for management of the agreement and the SS. The contract administrator shall be responsible for filing all changes to the SS with the State Purchasing Division. The contract administrator shall be responsible for initiating any extensions of the agreement as described in paragraph 4 of this agreement.

16. **Certifications**

The contractor agrees to obtain and maintain all required certifications, federally and state administered which are required for accepting and analyzing environmental samples that may contain low levels of radioactive and/or hazardous contaminants.

17. **Impracticality of Performance**

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

18. **Indemnification**

The contractor shall hold the State and its agencies and employees harmless and shall indemnify the State and its agencies and employees against any and all claims, suits, actions, liabilities, and costs of any kind including attorney's fees for personal injury or damage to property arising from acts or omissions of the contractor, its agents, officers, employees, or subcontractors.

19. **Invalid Term or Condition**

If any term or condition of this agreement shall be held invalid or unenforceable, the remainder of this agreement shall not be affected and shall be valid and enforceable.

20. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

21. **Limit of Liability**

The contractor's liability to the Agency for any cause whatsoever shall be limited to the purchase price paid to the contractor for the products and services that are the subject of Agency's claim. The

foregoing limitation does not apply to Paragraphs 9 and 23 of this agreement or to damages resulting from personal injury caused by the contractor's negligence. In no event will contractor be liable for any damages resulting from loss of data or use, lost profits or any incidental or consequential damages.

22. **Change in Contractor Representatives**

The Agency reserves the right to negotiate a change in contractor representatives if the assigned representatives are not, in the opinion of the Agency, serving the needs of the State of New Mexico adequately.

23. **Scope of Agreement**

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understanding have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

24. **Applicable Law**

This agreement shall be governed by the laws of the State of New Mexico.

25. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

26. **Equal Opportunity Compliance**

The Contractor agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, sex preference, age or handicap, be excluded from employment with or participation in, be denied by benefits of or otherwise be subjected to discrimination under, any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements during the

life of this agreement, Contractor agrees to take appropriate steps to correct these deficiencies at once.

27. **Suspension and Debarment**

Contractors receiving individual awards for \$100,000 or more and all sub recipients must certify that the organization and its principals are not suspended or debarred. The non-Federal entities may rely upon the certification unless it knows that the certification is erroneous.

28. **Notification**

Either party may give written notice to the other party. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivered, or three (3) business days after being mailed.

To Agency: Peter Maggiore, Secretary  
New Mexico Environment Department  
Harold Runnels Building  
1190 St. Francis Drive, P.O. Drawer 26110  
Santa Fe, New Mexico 87502-0100

To Contractor: Donald Gipple  
Paragon Analytics, Inc.  
Fort Collins, CO 80524

Either party may change its representative or address above by written notice to the other. The carrier for mail delivery and notices shall be the agent of the sender.

29. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

**IN WITNESS WHEREOF**, the parties have executed this agreement as of the date of execution by the State Purchasing Agent, below.

**STATE OF NEW MEXICO**

**CONTRACTOR**

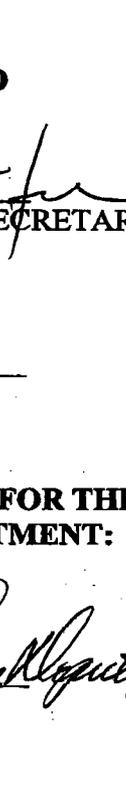
BY:   
PETER MAGGIORE, SECRETARY

BY:   
for DONALD GIPPLE  
Paragon Analytics, Inc.

DATE: 4/26/02

DATE: 4-22-02

**AWARD OF CONTRACT FOR THE STATE OF NEW MEXICO,  
ENVIRONMENT DEPARTMENT:**

BY:   
LOUIS HIGGINS  
State Purchasing Agent

DATE: 5-1-02

## Section G: APPENDIX D

**Note:** Additional line items and proposed changes not included in the original forms are presented in ***italicized and bolded type*** to facilitate ease of identification. All tests bid below will be performed by Paragon, except for the subcontract laboratories' tests that are identified in the test descriptions in Section D ***Technical Descriptions*** above. Method modifications, proposed changes, and exceptions are also listed above in Section D.

### FEE SCHEDULE

#### ORGANICS

Method 8081	Organochlorine Pesticides only (Mod. for Isotope dilution LR/GCMS 0.1-5 ng/g)	
	(MDL 0.1 – <b>5.0</b> ng/g) soils/seds <sup>a</sup>	\$530
	(MDL 1.0 – 5 ng/L) waters <sup>a</sup>	\$530
	( <b>MDL 0.1 – 5 ng/g</b> ) <b>tissues</b>	<b>\$580</b>
	<u>Additional Charges to 8081 for:</u>	
	+ <b>PCB Congeners (209)</b>	<b>+\$280</b>
	+ <b>PCB as Aroclors</b>	<b>+\$55</b>
Method 8081 &/or 8081/8082	-PCBs only* (as Aroclors)	
Method 8081 &/or 8081/8082	-PCBs only (MDL 1-5 ng/g) soils/seds <sup>a</sup>	\$350
	(MDL 10-20 ng/L) waters <sup>a</sup>	\$350
	( <b>MDL 1 – 5 ng/g</b> ) <b>tissues</b>	<b>\$430</b>
	<u>Additional Charges to 8082 for:</u>	
	+ <b>PCB Congeners (209)(0.1-5 ng/g)</b>	<b>+\$280</b>
<u>Addl. Notes for GC/HRMS Methods: OTHER OPTIONS:</u>		
<i>GC/HRMS instrument analysis on extracts reported under 8081/8082 modified</i>		
	+ <b>PCB Congeners (209)(0.1-5 ng/g)</b>	<b>+\$450</b>
	+ <b>PCB Congeners (Toxic List)</b>	<b>+\$350</b>
	+ <b>Organochlorine Pesticides</b>	<b>+\$550</b>
	+ <b>PDBE (from a 1668A extract)</b>	<b>+\$450</b>
	<b>% Lipid</b>	<b>+\$40</b>
	<b>Homogenization</b>	<b>+\$70</b>
	<b>CLP-like Level 4 Data Package</b>	<b>+\$50</b>
Method 1668A	PCBs as congeners (209)	
	HR/GCMS ** (MDL 1-5 ng/g) soils/seds <sup>a</sup>	\$950
	(MDL 1-10 pg/L) waters <sup>a</sup>	\$950
	( <b>MDL 1 – 5 ng/g</b> ) <b>tissues</b>	<b>\$1000</b>
	<u>WHO Toxic List:</u>	
	( <b>MDL 1-5 ng/g</b> ) <b>soils/seds<sup>a</sup></b>	<b>\$650</b>

1668A

(MDL 1-5 pg/L) waters<sup>a</sup> \$650  
(MDL 1 – 5 ng/g) tissues \$700

\*\* 1668A includes SPB Octyl instrument run, DB1 confirmation is an option in the method and is not included in the price listed.

Method 8081/608 -Organochlorine Pesticides *Only*\* \$135  
Method 8082 -PCBs *Only*\* \$110

Note: The EPA promulgated methods now require that Pesticides and PCBs be analyzed in separate analyses, as 8081A and 8082, as proposed here.

Method 8141&/or 8140/8141 -Organophosphorus Pesticides \$150  
Method 8151 -Chlorinated Herbicides \$190  
Method 8240 -Volatile Organics \$ see 8260B  
Method 8260 -Volatile Organics \$ see 8260B  
Method 8260-B -Volatile Organics, GC/MS \$135  
Method 8249/8260 -Appendix IX VOCs \$165  
Method 8010 -Volatiles \$135  
Method TO-14 -Volatile Organics (Air) *without* Summa Canister rental \$325  
-Volatile Organics (Air) *with* Summa Canister rental \$360

Method TO-15 -Volatile Organics (MDL 0.1-0.5 ppbv) \$350  
Method 5035(SW-846) -Volatile Organics in Low Level Soils \$35  
Including GCMS VOC 8260B analysis - \$165 ea

Method 8270 -Semi-Volatile Organics and Appendix IX SVOCs \$275  
Method 8270-C -Semi-Volatiles, GC/MS \$275  
Method 8280/8290\*\*\* Dioxins and Furans  
(MDL 0.1 – 0.5 pg/g) soil, sed. \$775  
(MDL 1.0 - 5.0 pg/L) – water \$775  
(MDL 0.1 – 0.5 pg/g) – tissue \$800

\*\*\* 1613B/8290 includes DB5 primary instrument run and a DB225 confirmation run for 2,3,7,8 TCDF

Method 1613B GC/HRMS\*\*\*-Dioxins and Furans  
(MDL 0.1 – 0.5 pg/g) soil, sed. \$775  
(MDL 1.0 - 5.0 pg/L) – water \$775  
(MDL 0.1 – 0.5 pg/g) – tissue \$800

\*\*\* 1613B/8290 includes DB5 primary instrument run and a DB225 confirmation run for 2,3,7,8 TCDF

Method 9020 -Total Organic Halogens \$75  
Method 8330 -Nitroaromatics & Nitroamines \$165  
Method 8330 -Nitroglycerin and PETN \$165  
Method 531 -Carbamate Pesticides \$No Bid

Method TO-11A	-Air Toxics, Carbonyl Compounds	\$215
Method 8315	-Formaldehyde	\$No bid
Method 8310 &/or 8270-SIMS	-PNAs (PAHs) inc: Benzo-a-pyrene, naphthalene, monomethyl naphthalenes	\$155
	Benzo-a-pyrene (with MCL of <0.7) <i>by AXYS</i>	<b>\$550</b>
Method 8011	-EDB and EDC	\$75
Method 8021-B	-Purgeables, Halogenated Volatile Organics GC-HALL	\$135
Method 8015	-Purgeable, Non-Halogenated Volatile Organics GC-FID	\$55
	<b><i>Also called Gasoline Range Organics (GRO)</i></b>	
	<b><i>-Extractable, Non-Halogenated Organics GC-FID</i></b>	<b>\$65</b>
	<b><i>Also called Diesel Range Organics (DRO)</i></b>	
Method 8015	-Low Molecular Weight Hydrocarbons (Methane, Ethane, Ethene, Propane)	\$100
Method 8021-B	-Aromatic Volatile Organics, GC-PID	\$55
Method 418.1	-Total Petroleum Hydrocarbons	\$55
Method 351.2	-Total Kjeldahl Nitrogen (TKN)	\$40

" Based on 10 grams or 1 liter sample size

\* For PCBs in soil, water and tissue, offerors should separate PCBs into Aroclor 1016, 1221, 1232, 1242, 1248, 1254, and 1260. Minimum Quantification Limit for Arochlors in tissue - 100 ug/kg and in water (total) - 1 ug/l (1 ppb).

*Organics Tissue Prep. Package method \$65*

**Organics Notes:**

1. *Unless otherwise noted, biological samples can be prepared for \$65 each for organics analyses. Biological sample analyses must be arranged-for and agreed-to in advance of sample shipment to the laboratory. Biological sample analyses will require 45 – 60 day TATs due to the additional drying, preparation, and clean-ups required to meet data quality goals.*
2. *The specialty analyses proposed for AXYS (LR/GCMS and GC/HRMS) will also require 45 day – 60 day TATs, due to the extensive additional technical requirements.*

**METALS**

Method 6010/7470/7471	-Metals and Appendix IX metals**	
	Pricing for <i>first</i> individual metal	\$25
	<b><i>Pricing for each additional metal</i></b>	<b>\$12</b>
	<b><i>Total unit price for TAL List Metals</i></b>	<b>\$165</b>
	<b><i>Total unit price for RCRA List Metals</i></b>	<b>\$110</b>
	<b><i>Total unit price for TCLP Metals w/TCLP Extn.</i></b>	<b>\$135</b>
Methods 7020/7951	-Metals including EPA proposed Arsenic level	\$45
Method 6020	-ICP/MS for Metals	
	Pricing for <i>first</i> individual metal	\$45
	<b><i>Pricing for each additional metal</i></b>	<b>\$15</b>
	<b><i>Total unit price for TAL List Metals inc. total U</i></b>	<b>\$205</b>

Method 7196	-Chromium VI	\$45
Method EPA 218.1	-Hexavalent Chrome by Ion Chromatography	\$45
Method EPA 218.1(modified)	-Ferrous and Ferric by Ion Chromatography	\$ No Bid
Method 7740/7741	-Selenium <i>(see 6020 combo pricing above)</i>	\$45
Method 7840	-Thallium <i>(see 6020 combo pricing above)</i>	\$45
Method 7870	-Tin <i>(see 6020 combo pricing above)</i>	\$45
Method CLP SOW for Inorganics	-23 TAL Metals w/ Cyanide	\$200
Method CLP/7000	-AA Furnace <i>(see 6020 combo pricing above)</i>	\$45
Method 3005	-Acid digestion for total dissolved or total recoverable metals by -ICP-Mass Spectrometry	\$15
Method 3010	-Acid digestion for total metals (ICP)	\$15
Method 3020	-Acid digestion for total metals (GFAA)	\$15
Method 3050	-Acid digestion - soil, sludge and sediment	\$15
Method 3050	-Digestion - oil, grease, waxes	\$35
Method IO 3.5	-Air Toxics, Metals (core list) <i>-ICP/MS for Metals</i>	
	<i>Pricing for first individual metal</i>	<i>\$45</i>
	<i>Pricing for each additional metal</i>	<i>\$15</i>
	<i>Total unit price for TAL List Metals inc. total U</i>	<i>\$205</i>

*Metals Tissue Prep Paragon Method \$35*

\*\* Minimum Quantification Limit for Mercury in tissue - 0.1 mg/kg and in water (total recoverable) 0.0002 mg/l (200 ppt).

### MICROBIOLOGICAL

Method 1106.1(modified)	-E. Coli	\$ No Bid
Method 9222-D	-Fecal Coliform (Membrane Filtration)	\$ No Bid
Method 9222-A-2 (B&C)	-Fecal Coliform (MPN)	\$ No Bid
Method 9222-B	-Total Fecal Coliform	\$ No Bid
Aquatic Testing	-Chronic and Acute	\$ No Bid
BOD	-Biological Oxygen Demand	\$40
COD	-Chemical Oxygen Demand	\$40

### PHARMACEUTICALS

Analgesics	-Propoxyphene(Darvon) at least	\$ No Bid
Anti-Convulsants	-Phenytoin(Dilantin) at least	\$ No Bid
Anti-Depressants	-Fluoxetine(Prozac), Sertaline, Amitriptyline, Protriptyline, Trimipramine maleate, Nortriptyline, Desipramine, Imipramine, Doxepin, Nordoxepin, and Paroxetine	\$ No Bid
Anti-Inflammatory	-Methylprednisolone, Prednisone	\$ No Bid
Hormones	-Estradiol, Equilin, Estrone, Ethynyl, Estradiol, Mestranol, Medroxyprogesterone, Megestrol acetate, Norethindrone, Norgestrel, and Progesterone	\$ No Bid
Other	-Caffeine and Tamoxifen	\$ No Bid
	Pharmaceutical Suite Cost	\$ No Bid

## TCLP

Method 1311,1311/6010 & 1311/8260	<b>Full TCLP &amp; RCRA Characterization</b> -Metals, Herbicides, Pesticides, Volatiles, and Semi-Volatile (Full; with and without Herbicides, Pesticides; ZHE extraction)Reactivity, Corrosivity, & Ignitability. Method 1311/8260 VOCs with extraction	\$1000
	<b>TCLP VOCs with ZHE Extraction</b>	<b>\$165</b>
	<b>TCLP Tumble for SVOCs, Herbs, Pests, &amp;/or Metals</b>	<b>\$35</b>
	<b>TCLP SVOCs</b>	<b>\$235</b>
	<b>TCLP Herbicides</b>	<b>\$165</b>
	<b>TCLP Pesticides</b>	<b>\$135</b>
	<b>TCLP Metals</b>	<b>\$100</b>
	<b>Reactivity CN &amp; S</b>	<b>\$65</b>
	<b>Corrosivity</b>	<b>\$15</b>
	<b>Ignitability</b>	<b>\$35</b>

## TERMINAL ELECTRON ACCEPTORS

Method 8021-B	-Trimethylbenzene	\$115
Method 547	-Glyphosphate	\$ No Bid
Stable Isotopes	- $\Delta D$ , $\Delta O_{18}$ , and $\Delta N_{15}$ for Nitrate and Ammonia	\$ No Bid
Method 353.2/-354.1	-Dissolved Nitrate	\$35
Method 2 Molar KCl Extraction	-Nitrate-Nitrogen (soils) Section 33-3.2, Methods of Soils Analysis, Part 2, American Society of Agronomy	\$25
Method 375.4	-Sulfate	\$25
Method 310.1 or 2320-Total	Alkalinity	\$15

## MISCELLANEOUS

Method 9010/9012	-Cyanide, Dissociable Amenable	\$55 \$45
Method 9030/376.1	-Sulfide	\$45
Method(s) various#	-Major Cations: K, Mg, Ca, Na, Li, Si, Sr	\$55
Method(s) various#	-Major Anions <b>Br, Cl, F, NO<sub>3</sub>, NO<sub>2</sub>, PO<sub>4</sub>, SO<sub>4</sub></b>	\$100
Method 300	-Nitrogen Species <b>Br, Cl, F, NO<sub>3</sub>, NO<sub>2</sub>, PO<sub>4</sub>, SO<sub>4</sub></b>	\$75
Method 310.1	-Alkalinity	\$15
Method 310.1	-Alkalinity + Carbonate/Bicarbonate	\$20
Method 180.1	-Turbidity	\$ No Bid
Method 150.1/9040/9045	-pH	\$15
TIMS	-Thermal Induced Mass Spectrometry <b>One Actinide</b>	\$1550
Hydrogen	-SOP SM9, AM20GAX or equivalent	\$ No Bid
High Explosives(HE)	-RDX, HMX, TNT	\$165
PM <sub>2.5</sub>	EPA Quality Assurance Guidance Document 2.12 Monitoring PM <sub>2.5</sub> in Ambient Air Using Designated Reference or Class 1 equivalent methods	\$ No Bid

PM <sub>10</sub>	-Quality Assurance Handbook for Air Pollution Measurement Systems, Vol. II, Ambient Air Specific Methods, Sect. 2.11. Reference Method for the Determination of Particulate Matter as PM <sub>10</sub> in the Atmosphere (High Vol. PM <sub>10</sub> Sampler Method)	\$65
Method ASTM D 3977-97	Suspended Sediment Concentration(SSC) Methods A, B, C, or equivalent (i.e., centrifugation)	\$40
Moisture Content in Soils		\$15
Method 1010 Penske-Martens	-Flash Point	\$65
Specific Gravity		\$ No Bid
Sieve	-Non-Radioactive	\$ No Bid
Sieve	-Radioactive	\$ No Bid
Dry Bulk Density		\$ No Bid
Wet Bulk Density		\$ No Bid
Method 350.3	-Ammonia as N*	\$20
Method 9252	-Chloride *	\$15
Method 340.2	-Fluoride *	\$15
Method SMA314A	-Hardness *	\$15
Method 353.3/352.1	-Nitrate *	\$15
Method 415.2	-Total Organic Carbon (TOC)	\$35
Method 365.3	-Phosphate - ortho as P and Phosphorus - Total as P*	\$25
Method 9038	-Sulfate *	\$15
Method 120.1	-Specific Conductance	\$15
Method 160.1	-Total Dissolved Solids (TDS)	\$15
Method 160.2	-Total Suspended Solids	\$15
Method SM 4110B	-Perchlorate Ion*	\$45
Method EPA 9065/9066	-Total Phenols	\$115

\* Prices are for water samples. Soil samples can be extracted with DI water for an additional \$12 each.

**RADIOLOGICAL#**

Transuranic Isotopes	<i>Np-237, Iso Pu, Am-241, Cm-244</i>	\$550
Low Background Alpha/Beta		\$55
Alpha Spectroscopy	-Isotopic Americium, Curium, Plutonium, Uranium, Thorium, Polonium-210, Neptunium-237, U-234, 235, & 238, Pu-238 & 239/240, Am-241, Ra 226/228	\$900
	<i>Isotopic Americium</i>	<i>\$165</i>
	<i>Isotopic Curium</i>	<i>\$165</i>
	<i>Isotopic Neptunium</i>	<i>\$175</i>
	<i>Isotopic Plutonium</i>	<i>\$155</i>
	<i>Isotopic Uranium</i>	<i>\$155</i>
	<i>Isotopic Thorium</i>	<i>\$155</i>
	<i>Ra-226/226 as Total Alpha Emitting Radium</i>	<i>\$95</i>
Liquid Scintillation Detector	-Tritium, Carbon-14, Ni-63, Pu-241, Se-79, Sm-151	\$900

	<i>Tritium</i>	\$75
	<i>C-14</i>	\$145
	<i>Ni-63</i>	\$180
	<i>Pu-241</i>	\$180
	<i>Se-79</i>	\$200
	<i>Sm-151</i>	\$200
Gamma Spectroscopy	a. Mass Spectroscopy ( <i>first isotope</i> )	\$45
	<i>Each added 6020 metal</i>	\$15
	b. Low Level Gamma Spectrometry	\$105
	Cesium 134/137, Gamma Emitters (Standard, Natural, Activation, Fission Product Libraries) including enhanced detection limits 0.05 pCi/g or 5 pCi/L ( <i>see Sec. D notes above</i> )	
	c. Routine Detection Level Gamma Spectrometry	\$75
	(0.5 pCi/g & 10 pCi/L) ( <i>see Sec. D notes above</i> )	
Eichrom	-Sr 89/90	\$165
Gas Flow Proportional Counting (GFP)	- <i>Tot U by ICPMS</i> , Total alpha emitting Radium, Gross Alpha/Beta, Iodine 129, Lead 210, Pm 147, Sr 89/90, Tc 99	\$950
	<i>Total U by ICPMS</i>	\$45
	<i>Total Alpha Emitting Ra</i>	\$95
	<i>Gross Alpha Beta</i>	\$55
	<i>I-129</i>	\$170
	<i>Pb-210</i>	\$130
	<i>Pm-147</i>	\$175
	<i>Sr-89/90</i>	\$170
	<i>Tc-99</i>	\$160
Kinetic Phosphorescence Analysis (KPA)	-Total Uranium by ICPMS 6020	\$45
Tritium	-MDA 400 pCi/L	\$65

**University of Miami offers Low Level Tritium analyses as follows:**

10 pCi/L H-3	15 mL Sample Required	\$175
0.3 pCi/L H-3	1 L Sample Required	\$350
0.03 pCi/L H-3	1 L Sample Required	\$350

**Note that per U. of Miami policy: "Direct counting (for \$100) will be performed for a set period of time to determine if H-3 is low enough to require prior enrichment. Criterion for enrichment must be provided by submitter beforehand. If sample does not require enrichment, the counting will continue until the criterion under the (first category) is met and the total cost is the same as the (first category). If enrichment is required, (Univ. of Miami) has to start from scratch and the cost is the sum of (\$100 and \$350) = \$450." See Section J for a complete description of their policies.**

*Alpha Spectroscopy*

*-LOW LEVEL Isotopic Americium, Plutonium, Uranium,  
(Pu and U Soils @ 0.002 pCi/g; Am Soils @ 0.02 pCi/g; Pu & U  
Waters @ 0.02 pCi/L; Am Waters @ 0.03 pCi/L)*

*Low Level Actinides*

*Isotopic Americium* \$300

*Isotopic Plutonium* \$300

*Isotopic Uranium* \$300

*Fusion Prep*

*Filters* \$45

*Special Analytical Service*

\$50

*Radiochemistry Tissue Preparation  
Paragon method*

*\$35  
5-31-02*

Additional Terms:

1. Payment terms are 30 day net payment of invoices, with a 1.5% prompt payment discount for payment received in 10 days.
2. Radioactive samples and associated process waste must be returned to the client's site, and will be billed on a cost plus 15% basis.

**Mobile Laboratory Services:** Paragon has provided on-site Radiochemical and Organics mobile laboratory services to 3 different DOE clients. Since mobile laboratory needs vary widely and are custom-tailored to each project, such services are negotiated when the client's needs are well-defined. e.g. Screening results can be provided rapidly and cheaply vs. more expensive & time-intensive Level 4 validatable results. Results can be reported in as little as 2-4 hours or within 2-3 days, depending on the complexity of the analysis and QC/reporting requirements, (e.g. VOCs vs. Actinides by Alpha Spec or Gross Alpha screening vs. Level 4 High Explosives). Due to this variability, costs range from \$700 per day for simple tests and long-term projects, up to \$5,000 per day for multiple complex tests. Shorter-term projects may incur mobilization and demobilization fees, while longer-term projects may have these fees amortized into the daily rates. Fully self-contained operations, with stand-alone power capabilities, HEPA filtering of effluent air (to minimize potential radioactive releases), scrubbing of effluent air to remove acid prep vapors, and waste disposal are available for additional costs.



# PARAGON ANALYTICS, INC.

225 Commerce Drive ♦ Fort Collins, CO 80524 ♦ (800) 443-1511 ♦ (970) 490-1511 ♦ FAX (970) 490-1522

## **Section A: Letter of Transmittal:**

Ms. Tacy Van Cleave  
New Mexico Environment Department  
2905 Rodeo Park Drive East. Bldg. 1  
Santa Fe, NM 87505  
(505) 428-2546

Re: State of New Mexico Environment Dept. RFP: 20-667-55-402459

Dear Ms. Cleave,

We have enclosed Paragon's response to New Mexico Environment Dept. RFP: 20-667-55-402459 for analytical services.

Our proposal includes the following documents: 1-Original, 2-Hard Copies, 5-CD-ROMs.

I, Dr. Steven Fry, am authorized to contractually obligate, negotiate, and clarify any issues for Paragon with the State of New Mexico. I am the Vice President for Paragon Analytics, Inc. My telephone number is: (970) 490-1511 ext. 228. My e-mail address is: [sfry@paragonlabs.com](mailto:sfry@paragonlabs.com). Mr. Lance Steere, Sr. Project Manager, is also available to offer these services.

Paragon accepts the Conditions Governing the Procurement section. Paragon also acknowledges receipt of any and all amendments to this RFP.

Please feel free to contact me with any questions or clarifications at (970) 490-1511, [sfry@paragonlabs.com](mailto:sfry@paragonlabs.com), or fax (970) 490-1522.

Sincerely,

  
Dr. Steven M. Fry

APPENDIX D							
FEE SCHEDULE							
LINE							
ITEM	METHOD	DESCRIPTION	Aqueous	NON-AQ	Tissue	AIR	
<b>ORGANICS</b>							
1	8081	Organochlorine Pesticides (Choose Item 1 (vs. 6) if MS confirmation is required), <b>and if Radiological Activity is present.</b>					
1a	GC/ECD (see Item 1C)	MDL 0.1 - 10 ng/g soils/seds (includes all prep's & QC charges)		\$ 260.00	\$ 260.00	\$ 260.00	
1b	GC/ECD (see Item 1C)	MDL 0.5 - 1.0 ng/L waters	\$ 260.00				
1c	MS confirmation for ITEM 1	MS confirmation for Item 1	\$ 130.00	\$ 130.00	\$ 130.00		
1d	Surcharge	Surcharge for Radiological Contaminated Samples	\$ 200.00	\$ 200.00	\$ 200.00		
2		Tissue prep charge or Polytron Method (vegetation) for Semivolatile Methods (Tissue prep = Filleting, grinding & compositing) Use this for ITEMS 1-6.				\$ 78.00	
		PCB's by ECD (Select Item 3a if extensive cleanup & background is critical, or Item 3b if analysis if for RCRA) Also, <b>select Item 3a &amp; 3c if Radiological Activity is present.</b>					
3a	8081 & 8081/8082	PCBs only (GC-ECD)					
3a	Option 1	Reported as Arochlors with extensive cleanup (see technical) Aq = 54 - 900 ng/L Naq = 57 - 70 ng/g	\$ 227.50	\$ 260.00	\$ 260.00		
3a	Option 2	54-congeners, WHO, NOAA, CDC, Major steady State (1-5 ng/L; 0.1 - 0.5 ng/g)	\$ 292.50	\$ 325.00	\$ 325.00		
3a	Option 3	Mass Spec Confirmation of 54 Congeners	\$ 286.00	\$ 286.00	\$ 286.00		
3b	8081 & 8081/8082	PCBs only (GC-ECD)	\$ 78.00	\$ 78.00	N/A		
3c	Surcharge	Surcharge for Radiological Contaminated Samples	\$ 200.00	\$ 200.00	\$ 200.00		
4	8081 & 8081/8082	PCB's only					
4a		MDL 1-5 ng/g soils/seds					
4b		MDL 10-20 ng/L waters					
5	1668A	PCB's as congeners HRGMS (Includes TEQ & homologues) 54 Congeners (WHO, NOAA, CDC, Major steady-state)					
5a		MDL 0.5 - 10 pg/g soils/seds		\$ 845.00	\$ 845.00	\$ 845.00	
5b		54 Congeners (as in 5a) MDL 0.02 - 0.1 ng/L waters	\$ 845.00				
5c		209 Congeners MDL 0.5 - 10 pg/g soils/seds		\$ 1,300.00	\$ 1,300.00		
5d		209 Congeners MDL 0.02 - 0.1 ng/L waters	\$ 1,300.00				
5e	Surcharge	Surcharge for Radiological Contaminated Samples	\$ 200.00	\$ 200.00	\$ 200.00		
6	8081/608	Organochlorine Pesticides (GC-ECD) (Select Item 1 for Special Clean-ups/MS confirmation)	\$ 130.00	\$ 130.00			
6a	8081/8082/608	Organochlorine Pesticides & PCB's	\$ 132.00	\$ 132.00			
7	8141	Organophosphorus Pesticides	\$ 169.00	\$ 169.00			

8	8151	Chlorinated Herbicides	\$ 208.00	\$ 208.00	
9	8240	deleted method	no bid	no bid	
10a	8260-TCL	Target Compound List	\$ 120.00	\$ 120.00	
10b	8260-B	Volatile Organics, GC/MS (Hazardous Waste)	\$ 130.00	\$ 130.00	
10c	8260-C	Volatiles Organics, GC/MS (Ground & Surface Water & Soil)	\$ 95.00	\$ 95.00	
11	8260	Appendix IX VOCs (Some compounds identified & quantified as TICs)	\$ 240.00	\$ 240.00	
12	8010	deleted method, (refer to EPA 8021)	no bid	no bid	
13a	TO-14	Volatile Organics (air) with Summa Cannister			\$ 270.00
13b	TO -14	Volatile Organics (air) <b>WITHOUT</b> Summa Cannister			\$ 245.00
14	TO-15	Volatile Organics (MDL 0.1 - 0.5 ppbv)			\$ 305.00
15	5035	Prep Method for 8260		\$ 25.00	
16	8270	Append. IX SVOCs (Some compounds identified & quantified as TICs)	\$ 390.00	\$ 390.00	
17	8270-C	Semi-Volatiles, GC/MS	\$ 225.00	\$ 225.00	
18a	8280	Dioxins/Furans (REFER TO TECHNICAL SECTION)	NO BID (REFER TO 8290 OR 1613)		
18b	8290	Dioxins/Furans (same detection limits as 1613B)	\$ 877.50	\$ 877.50	\$ 877.50
18c	Surcharge	Surcharge for Radiological Contaminated Samples	\$ 200.00	\$ 200.00	\$ 200.00
19a	1613B GC/HRMS	0.1 - 1.0 pg/g (solids, tissues) (WHO, TEQ, plus Homologues)		\$ 845.00	\$ 845.00
19b	1613B GC/HRMS	1.0 - 5.0 pg/L (water) (WHO, TEQ, plus Homologues)	\$ 845.00		
19c	Surcharge	Surcharge for Radiological Contaminated Samples	\$ 200.00	\$ 200.00	\$ 200.00
20	9020	Total Organic Halogens	\$ 65.00	\$ 65.00	
21	8330	Nitroaromatics and Nitrosamines	\$ 210.00	\$ 210.00	
22	8332 & 8330	Nitroglycerin and PETN	\$ 210.00	\$ 210.00	
23	531.1	Carbamate Pesticides	\$ 250.00	NA	

	24	EPA 532	Carbamate Pesticides (Urea = Diuron & Linuron)	\$ 260.00	NA	
	25	TO-11A	Air Toxics, Carbonyl Compounds			\$ 200.00
	26a	EPA 556	Formaldehyde -LC	\$ 265.20	NA	
	26b	NIOSH	Formaldehyde - Wet Chemistry	\$ 156.00		
	27	8310/8270SIMS	PNAs (PAHs) including Benzo-a-Pyrene, naphthalene, monomethyl naphthalenes (BaP < 0.7)	\$ 143.00	\$ 143.00	
	28	8011	EDB & DBCP (equivalent to Method 504.1) low level	\$ 60.00	NA	
	29a	8021-B (SHORT)	EDB and EDC	\$ 70.00	\$ 70.00	
	29b	8021-B (HALO)	Purgeables, Halogenated Volatile Organics GC-Hall	\$ 90.00	\$ 90.00	
	29c	8021-B (TCL)	Purgeables, Halogenated & Aromatic Vol. Org. ELCD/PID	\$ 120.00	\$ 120.00	
	29d	8021-B (FULL)	Purgeables, Halogenated & Aromatic Vol. Org. ELCD/PID	\$ 100.00	\$ 100.00	
	30	8015	Purgeable, Non-Halogenated Volatile Organics (GC/FID)	\$ 54.00	\$ 54.00	
	31	8015	DIRECT INJECT, DIESEL (GC/FID)	\$ 54.00	\$ 54.00	
	32A	8015 - MEEP	Low MW Hydrocarbons (MEEP)	\$ 145.00		\$ 145.00
	32B	8015 - MEOH	Methanol by GC-FID	\$ 120.00	\$ 120.00	
	33	8021-B	Aromatic Volatile Organics, GC-PID	\$ 54.00	\$ 54.00	
	34	418.1	Total Petroleum Hydrocarbons	\$ 72.00	\$ 72.00	
	35	351.2	Total Kjeldahl Nitrogen (TKN)	\$ 30.00	\$ 30.00	

				<b>METALS</b>				
				As (6010/6020), Ba (6010/6020), Be (6010/6020), Cd (6010/6020), Cr (6010/6020), Co (6010/6020), Cu (6010/6020), Ni (6010/6020), Pb (6010/6020), Sb (6010/6020), Se (6010/6020), Sn (6010/6020), Tl (6010/6020), Ag (6010/6020), V (6010/6020), Zn (6010/6020), Hg (7470/7471) *				
		6010/7470/7471						
	36			Group 17 & digestion (Appendix IX metals) (digestion included)	\$ 155.00	\$	155.00	
	37			Group 17 above and Arsenic at EPA proposed level (digestion included)	\$ 155.00	\$	155.00	
	38			Group 17 metals (App. IX) & uranium by ICPMS (6020) (digestion incl)	\$ 210.00	\$	210.00	
	39a	Individual by 6010		Per Metal (Digestion Not Included)	\$ 12.00	\$	12.00	
	39b	7470/7471		mercury*	\$ 27.00	\$	27.00	
	40	digestion by 6010		digestion is for single individual Metal analyses	\$ 16.00	\$	16.00	
	41	218.1		Hexavalent Chrome by IC	\$ 75.00	\$	75.00	
	42	218.1 mod		Ferrous and Ferric by IC	No BID			
	43a	7740/7741		Selenium	No Bid		No Bid	
	43b	6020		Selenium by ICP/MS (including digestion)	\$ 32.00	\$	32.00	
	44a	7840		Thallium	No Bid		No Bid	
	44b	6020		Thallium by ICP/MS (including digestion)	\$ 32.00	\$	32.00	
	45a	7870		Tin	No Bid		No Bid	
	45b	6020		Tin by Icp/MS (including digestion)	\$ 32.00	\$	32.00	
	46	CLP SOW		23 TAL Metals with/ Cyanide (GROUP)	\$ 236.00	\$	236.00	
	47	CLP SOW (mod)		23 TAL Metals <b>without</b> Cyanide (GROUP)	\$ 200.00	\$	200.00	
	48	CLP/7000		AA FURNACE (refer to ICP and ICP/MS)	No Bid		No Bid	
	49	3005		Acid digestion for Total Dissolved or Total Recoverable Metals by ICP	\$ 16.00	\$	16.00	
	50	3010		Acid digestion for Total Metals by ICP	\$ 16.00	\$	16.00	
	51	3020		Acid digestion for Total Metals (GFAA)	\$ 16.00	\$	16.00	
	52	3050		Acid Digestion - soil, sludge and sediment	N/A	\$	16.00	
	53	3050		digestion - oil, grease, waxes	N/A	\$	75.00	
	54	IO 3.5		Air Toxics, Metals (core list) =				\$ 350.00
				* Minimum Quantification Limit for Mercury in tissue - 0.1 mg/kg and in water (total) 0.0002 mg/L (200ppt)				

				MICROBIOLOGICAL			
	55	1106.1	E. Coli		\$ 65.00		
	56	9222-D	Fecal Coliform (Membrane Filtration)		\$ 39.00		
	57	9222-A-2	Fecal Coliform (MPN)		\$ 58.50		
	58	9222-B	Total Fecal Coliform		\$ 26.00		
	59	Aquatic Testing (EPA/600/4-90/027F)	Acute				
	59a	Five Dilution Series	48 hr Static, 2 Replicates, Daphnia		\$ 585.00		
	59b	Five Dilution Series	48 hr Static, 2 Replicates, Fathead Minnow		\$ 585.00		
	60	Aquatic Testing (EPA/600/4-91/002)	Chronic				
	60a	Five Dilution Series	Cladoceran (C. dubia)		\$ 1,430.00		
	60b	Five Dilution Series	Fathead Minnow		\$ 1,430.00		
	61	Toxicity Testing					
	61a	ASTM 1383	5 replicates, Hyalella azteca, 10-day survival		\$ 910.00		
	61b	ASTM 1383	5 replicates, Chironomus spp., 10-day survival		\$ 910.00		
	61c	EPA 600/R-94/024	8 Replicates Hyalella azteca Method 100.1		\$ 1,690.00		
	61d	EPA 600/R-94/024	8 Replicates Chironomus tentans Method 100.2		\$ 1,690.00		
	62	BOD	Biological Oxygen Demand		\$ 40.00		
	63	COD	Chemical Oxygen Demand		\$ 40.00		

PHARMACEUTICALS				
	64	Analgesics	Propoxyphene (Darvon) {at least}	\$ 1,050.00
	65	Anti-Convulsants	Phenytoin (Dilantin) {at least}	\$ 925.00
	65a	Group 3	Propoxyphene (Darvon), Phenytoin, Fluoxetine, Tamoxiphen	\$ 1,900.00
	66	Anti-Depressants	Fluoxetine (Prozac), Sertaline, Amitriptyline, Protiptyline, Trimipramine maleate, Nortriptyline, Desipramine, Imipramine, Doxepin, Nordoxepin, and Paroxetine	Items 66a-66j
	66a		Fluoxetine (prozac)	\$ 1,025.00
	66b		Amitriptyline	\$ 1,050.00
	66c		Protriptyline	\$ 925.00
	66d		Trimipramine maleate	\$ 900.00
	66e		Nortriptyline	\$ 1,050.00
	66f		Desipramine	\$ 925.00
	66g		Imipramine	\$ 1,025.00
	66h		Doxepin	\$ 1,025.00
	66i		Nordoxepin	\$ 925.00
	66j	Group 1 Antidepressants	Amitriptyline, Desipramine, Doxepin, Imipramine, Nordoxepin, Nortriptyline, Protriptyline And Trimipramine Maleate	\$ 2,450.00
	67	Anti-Inflammatory	Methylprednisolone, Prednisone	Items 67a-c
	67a		Methylprenisolone	\$ 1,025.00
	67b		Prednisolone	\$ 1,100.00
	67c	Group 4	Methylprednisolone, Prednisolone, Medoxyprogesterone, Megestrol Acetate, Norethindrone, Progesterone	\$ 2,325.00
	68	Hormones/LCMS	17 alpha Estradiol, Estrone, 17 alpha Ethynyl estradiol, 17beta-Estradiol, Testosterone, estrone, Progesterone, and Diethylstilbestrol (@ 10ng/L)	\$ 357.50
	69	Other	Caffeine and Tamoxifen	Item 69 a
	69a		Caffeine	\$ 650.00
	70		Suite Cost	66j, 65a, and 67c

		71	Method 1311/SW-846 methods	<b>TCLP</b>				
		72	Method 1311/SW-846 methods	TOTAL (all parameters & leaching charges)	\$ 894.00	\$ 944.00		
				PARTIAL (less Herbicides, Pesticides, and less RCI)	\$ 559.00	\$ 665.00		
		73a	Method 1311/tumbling	Leaching (semivolatiles & metals)*	N/A	\$ 52.00		
		73b	Method 1311/ZHE	Leaching (volatiles)	\$ 50.00	\$ 104.00		
		74a	6010/7470	T-Metals (RCRA 8) {without leaching}	\$ 105.00	\$ 105.00		
		74b	6010	Individual ICP T-Metal {without leaching}	\$ 32.00	\$ 16.00		
		74c	7470	T-Mercury {without leaching}	\$ 27.00	\$ 27.00		
		75	EPA 8270	T-GCMS 8270C {without leaching}	\$ 260.00	\$ 260.00		
		76	EPA 8081	T-Pesticides, 8081 {without leaching}	\$ 130.00	\$ 130.00		
		77	EPA 8151	T-Herbicides, 8151 {without leaching}	\$ 208.00	\$ 208.00		
		78	EPA 8260	T-Volatiles, 8260 {without leaching}	\$ 144.00	\$ 144.00		
				* Add only one leaching charge per sample when metals and semivolatiles are analyzed and one ZHE charge for volatiles				
		79	EPA 9014 & EPA 9034	Reactivity (Cyanide & Sulfide)	\$ 78.00	\$ 78.00		
		80a	EPA 150.1	Corrosivity (included in line 71)	\$ 10.00	\$ 10.00		
		80b	EPA 1110	Corrosivity (NOT included)	\$ 100.00	N/A		
		81	1010 Penske-Martens	Ignitability	\$ 55.00	\$ 55.00		

				<b>TERMINAL ELECTRON ACCEPTORS</b>			
	82	8021-B	Trimethylbenzene & BTEX	\$ 54.00	\$ 54.00		
	83	547	Glyphosate	\$ 155.00			
	84a	Stable Isotopes	$\Delta$ D	\$ 65.00			
	84b		$\Delta$ O <sub>18</sub>	\$ 65.00			
	84c		$\Delta$ N <sub>15</sub> Nitrate or Ammonia (price per N species)	\$ 150.00			
	84d		Carbon 13	\$ 65.00			
	85	353.2\ -354.1	Dissolved Nitrate	\$ 19.50			
	86	NO3 (2 Molar KCl extraction)	Nitrate-Nitrogen(soils) Section 33-3.2, Methods of Soils Analysis, American Society of Agronomy		\$ 35.00		
	87	375.4	Sulfate	\$ 15.50	\$ 15.50		
	88	310.1 or 2320	Total Alkalinity	\$ 32.50			

				<b>MISCELLANEOUS</b>			
	89a	9010/9012		Cyanide, Disassociable	\$	50.00	\$ 50.00
	89b			Cyanide, Amenable	\$	50.00	\$ 50.00
	89c			Cyanide, Total	\$	50.00	\$ 50.00
	90	9030/376.1		Sulfide	\$	50.00	\$ 50.00
	91	various		Major cations (Potassium, Magnesium, Calcium, Sodium, Silicon, Strontium, Lithium)	\$	88.00	\$ 88.00
	92	various		Major Anions (Chloride, Bromide, Sulfate, Fluoride, Carbonate, Bicarbonate, and Nitrate)	\$	100.00	\$ 100.00
	93a	300 Series		Ammonia, TKN, Nitrate, Br, Cl, F, PO4, SO4	\$	165.00	\$ 190.00
	93b			TKN	\$	40.00	\$ 40.00
	93c	300 series - short		Bromine, Chloride, Fluoride, Sulfate	\$	57.00	\$ 77.00
	94	310.1		Alkalinity (see Line Item 95)	N/A		N/A
	95	310.1		Alkalinity + Carbonate/Bicarbonate	\$	32.50	\$ 40.00
	96	180.1		Turbidity	\$	15.00	NA
	97	150.1/9040/9045		pH	\$	10.00	\$ 10.00
	98	TIMS		Thermal Induced Mass Spectrometry for Actinides			NO BID
	99	Hydrogen		SOP SM9, AM20GAX or equivalent			NO BID
	100	EPA 8330 - High Explosives		RDX, HMX, TNT			NO BID
	101	PM <sub>2.5</sub>			\$	195.00	\$ 195.00
	102	PM <sub>10</sub>					No Bid
	103	Method ASTM D3977-97		Total Suspended Load by Centrifugation (price per Liter )			No Bid
	104	Moisture Content in Soil			\$	35.00	
	105	1010 Penske-Martens					\$ 13.00
	106	Specific Gravity			\$	55.00	\$ 55.00
	107	Sieve, non-rad			\$	30.00	\$ 40.00
	108	Sieve, rad					\$ 110.00
	109	Dry Bulk Density, Wet Bulk Density					\$ 130.00
	110	Dry Bulk Density, Wet Bulk Density (Rad)					\$ 75.00
	111	350.3		Ammonia as N			\$ 105.00
	112	9252		Chloride	\$	15.50	\$ 40.00
	113	340.2		Fluoride	\$	13.00	\$ 40.00
	114	SMA314A		Hardness	\$	13.00	\$ 40.00
	115	353.3/352.1		Nitrate	\$	13.00	NA
	116	415.2		Total Organic Carbon (TOC)	\$	19.50	\$ 34.50
	117	365.3		Phosphate, ortho	\$	35.00	\$ 45.00
	118	353.2		Phosphate, Total	\$	30.00	NA
	119	353.2		Sulfate	\$	39.00	NA
	120	120.1		Specific Conductance	\$	15.00	\$ 40.00
	121	160.1		Total Dissolved Solids (TDS)	\$	15.00	\$ 15.00
	122	160.2		Total Suspended Solids	\$	13.00	NA
	123			Perchlorate Ion	\$	13.00	NA
	124			Total Phenols	\$	130.00	\$ 130.00
					\$	39.00	



				<b>Liquid Scintillation Detector</b>		
132a	ETL-RSOP-0016		Tritium by Distillation	\$ 100.00	\$ 100.00	\$ 125.00
132b	ETL-RSOP-0015		Tritium	\$ 70.00	\$ 70.00	\$ 95.00
133	ETL-RSOP-0017		C14	\$ 78.00	\$ 78.00	\$ 103.00
134	ETL-RSOP-0020		Ni63	\$ 85.00	\$ 85.00	\$ 110.00
135a	mod HASL 300		Pu241	\$ 150.00	\$ 150.00	\$ 175.00
135b	mod HASL 300		Pu241 (0.01 pCi/L; 0.01 pCi/g)	\$ 290.00	\$ 290.00	\$ 315.00
136	ETL-RSOP-0013		Tc99	\$ 125.00	\$ 125.00	\$ 150.00
137	ETL method		Se75 (1) "estimate"	\$ 195.00	\$ 195.00	\$ 220.00
138	ETL method		Sm151 (1) "estimate"	\$ 195.00	\$ 195.00	\$ 220.00
				<b>Gamma Spectrometry</b>		
139a	EPA 901.1		Gamma Emitters (LANL list)	\$ 145.00	\$ 145.00	\$ 170.00
139b	EPA 901.1		Gamma Emitters (Sandia List)	\$ 145.00	\$ 145.00	\$ 170.00
139c	EPA 901.1		Gamma Emitters (Air Filter/Solid Matrix)		\$ 195.00	
139d	EPA 901.1		Gamma Emitters @ 0.01 pCi/g & 0.01 pCi/L	no bid	no bid	
140a	Ra226 and Ra228 (903.0/904.0)		applicable to soils only, see GLP counting for aqueous analysis		\$ 145.00	\$ 170.00
140b	Ra226 and Ra228 (903.0/904.0)		enhanced (0.05 pCi/g @ 1000 minute counting)		\$ 195.00	\$ 220.00
				<b>GAS FLOW PROPORTIONAL COUNTING (GFP)</b>		
141			Uranium	refer to Item 154		
142			Total alpha emitting Radium	refer to Items 140 & 149		
143	mod EPA 900.0		Gross Alpha/Beta	\$ 72.00	\$ 72.00	\$ 97.00
144	mod EPA 902.0		I129	\$ 110.00	\$ 110.00	\$ 135.00
145	ETL-RSOP-0011		Pb210	\$ 85.00	\$ 85.00	\$ 110.00
146	in House Method (ETL)		Pm147	\$ 215.00	\$ 215.00	\$ 240.00
147a	Eichrome		Sr89/90	\$ 180.00	\$ 180.00	\$ 205.00
147b	Eichrome		Sr89/90	\$ 325.00	\$ 325.00	\$ 350.00
148	Eichrome		Total Sr as Sr90	\$ 115.00	\$ 115.00	\$ 140.00
149	mod. EPA 904.0		Ra228	\$ 91.00	see above	see above
150	mod EPA 903.0		Ra226	\$ 91.00	see above	see above
151			Tc99			refer to Item 136
152a	903.0		Ra 226 (0.01 pCi/L)	\$ 325.00		
152b	904.0		Ra 228 (0.01 pCi/L)	\$ 325.00		
(1) Standards not available for these isotopes -- activity will be measured and calculated values will be estimates						



## ADDITIONAL TESTING

Line Item	METHOD	DESCRIPTION	MRL	AQUEOUS
169	DW/2320B	Alkalinity, Bicarbonate	1 mg/L	\$ 15.60
170	DW/2320B	Alkalinity, Carbonate	1 mg/L	\$ 15.60
171	200.8	Antimony, Drinking Water	1 ug/L	\$ 13.00
172	200.8	Arsenic, Drinking Water	2 ug/L	\$ 13.00
173	200.8	Barium, Drinking Water	2 ug/L	\$ 13.00
174	200.8	Beryllium, Drinking Water	0.3 ug/L	\$ 13.00
175	200.8	Cadmium, Drinking Water	1 ug/L	\$ 13.00
176	3111B	Calcium, Drinking Water	0.1 ug/L	\$ 15.00
177	300	Chloride, Drinking Water	2 mg/L	\$ 18.75
178	200.8	Chromium, Total (DW)	2 ug/L	\$ 13.00
179	2120B	Color	5 Pt/Co	\$ 25.00
180	335.4	Cyanide, Total (DW)	0.02 mg/L	\$ 40.00
181	380-75WE	Fluoride	0.1 mg/L	\$ 18.00
182	3111B	Iron, Drinking Water	0.1 mg/L	\$ 15.00
183	3111B	Magnesium, Drinking Water	0.05 mg/L	\$ 15.00
184	200.8	Manganese, Drinking Water	2 ug/L	\$ 15.00
185	200.8	Mercury, Drinking Water	0.2 ug/L	\$ 30.00
186	200.8	Nickel, Drinking Water	1 ug/L	\$ 15.00
187	300	Nitrogen, Nitrate	0.5 mg/L	\$ 18.00
188	353.2	Nitrogen, Nitrite	0.01 mg/L	\$ 20.00
189	140.1	Odor	1 TON	\$ 30.00
190	150.1	pH	units	\$ 12.00
191	3111B	Potassium, Drinking Water	0.05 mg/L	\$ 15.00
192	200.8	Selenium, Drinking Water	2 ug/L	\$ 15.00
193	200.8	Silver, Drinking Water	2 ug/L	\$ 15.00
194	160.1	Solids, Dissolved (DW)	10 mg/L	\$ 15.00
195	300	Sulfate (DW)	5 mg/L	\$ 18.00
196	200.8	Thallium, Drinking Water	0.4 ug/L	\$ 15.00
197	180.1	Turbidity	0.1 NTU	\$ 15.00
198	531.1	Carbamates, Phase II & V		\$ 200.00
		3-Hydroxycarbofuran	0.5 ug/L	
		Aldicarb Sulfone	0.7 ug/L	
		Carbaryl	0.5 ug/L	
		Methomyl	0.5 ug/L	
		Aldicarb	0.5 ug/L	
		Aldicarb Sulfoxide	0.5 ug/L	
		Carbofuran	0.9 ug/L	
		Oxamyl	1 ug/L	
199	515.3	Chlorinated Acids, II & V		\$ 225.00
		2,4,5-TP	0.1 ug/L	
		Dalapon	1 ug/L	
		Dinoseb	0.1 ug/L	
		Picloram	0.1 ug/L	
		2,4 -D	0.1 ug/L	
		Dicamba	0.1 ug/L	
		Pentachlorophenol	0.04 ug/L	
200	549.2	Diquat	0.4 ug/L	\$ 175.00
201	504.1	EDB	0.01 ug/L	\$ 95.00
		DBCP	0.01 ug/L	
202	548.1	Endothall	9 ug/L	\$ 165.00
203	547	Glyphosate	6 ug/L	\$ 140.00
204	552.2	Haloacetic Acids		\$ 180.00
		Bromochloroacetic Acid	1 ug/L	
		Dichloroacetic Acid	1 ug/L	
		Monochloroacetic Acid	2 ug/L	
		Dibromoacetic Acid	1 ug/L	
		Monobromoacetic Acid	1 ug/L	
		Trichloroacetic Acid	1 ug/L	

205

524.2

Regulated & Unregulated Volatiles  
Phase I, II & V

\$ 165.00

1,1,1,2-Tetrachloroethane	0.5 ug/L
1,1,2,2-Tetrachloroethane	0.5 ug/L
1,1-Dichloroethane	0.5 ug/L
1,1-Dichloropropylene	0.5 ug/L
1,2,3-Trichloropropane	0.5 ug/L
1,2,4-Trimethylbenzene	0.5 ug/L
1,2-Dibromoethane	0.2 ug/L
1,2-Dichloroethane	0.5 ug/L
1,2-Xylene	0.5 ug/L
1,3-Dichlorobenzene	0.5 ug/L
1,3-Xylene	0.5 ug/L
1,4-Xylene	0.5 ug/L
2-Chlorotoluene	0.5 ug/L
4-Isopropyltoluene	0.5 ug/L
Bromobenzene	0.5 ug/L
Bromodichloroethane	0.5 ug/L
Bromomethane	0.5 ug/L
Chlorobenzene	0.5 ug/L
Chloroform	0.5 ug/L
Dibromochloromethane	0.5 ug/L
Dichlorodifluoromethane	0.5 ug/L
Ethylbenzene	0.5 ug/L
Isopropylbenzene	0.5 ug/L
Naphthalene	0.5 ug/L
Tetrachloroethylene	0.5 ug/L
Trichloroethylene	0.5 ug/L
Vinyl Chloride	0.5 ug/L
cis-1,2-Dichloroethylene	0.5 ug/L
n-Butyl Benzene	0.5 ug/L
sec-Butyl Benzene	0.5 ug/L
trans-1,2-Dichloroethylene	0.5 ug/L
1,1,1-Trichloroethane	0.5 ug/L
1,1,2-Trichloroethane	0.5 ug/L
1,1-Dichloroethylene	0.5 ug/L
1,2,3-Trichlorobenzene	0.5 ug/L
1,2,4-Trichlorobenzene	0.5 ug/L
1,2-Dibromo-3-chloropropane	0.2 ug/L
1,2-Dichlorobenzene	0.5 ug/L
1,2-Dichloropropane	0.5 ug/L
1,3,5-Trimethylbenzene	0.5 ug/L
1,3-Dichloropropane	0.5 ug/L
1,4-Dichlorobenzene	0.5 ug/L
2,2-Dichloropropane	0.5 ug/L
4-Chlorotoluene	0.5 ug/L
Benzene	0.5 ug/L
Bromochloromethane	0.5 ug/L
Bromoform	0.5 ug/L
Carbon Tetrachloride	0.5 ug/L
Chloroethane	0.5 ug/L
Chloromethane	0.5 ug/L
Dibromomethane	0.5 ug/L
Dichloromethane	0.5 ug/L
Hexachlorobutadiene	0.5 ug/L
Methyl-t-Butyl Ether	0.5 ug/L
Styrene	0.5 ug/L
Toluene	0.5 ug/L
Trichlorofluoromethane	0.5 ug/L
Xylenes	0.5 ug/L
cis-1,3-Dichloropropylene	0.5 ug/L
n-Propylbenzene	0.5 ug/L
tert-Butylbenzene	0.5 ug/L
trans-1,3-Dichloropropylene	0.5 ug/L

206	525.2	Phase II & V		\$ 325.00
		Alachlor	0.1 ug/L	
		Atrazine	0.1 ug/L	
		Butachlor	0.1 ug/L	
		Di(2-ethylhexyl)phthalate	0.6 ug/L	
		Endrin	0.01 ug/L	
		Heptachlor Epoxide	0.02 ug/L	
		Hexachlorocyclopentadiene	0.1 ug/L	
		Metolachlor	0.1 ug/L	
		Propachlor	0.1 ug/L	
		gamma-BHC	0.02 ug/L	
		Aldrin	0.1 ug/L	
		Benzo (a) pyrene	0.02 ug/L	
		Di(2-ethylhexyl)adipate	0.6 ug/L	
		Dieldrin	0.1 ug/L	
		Heptachlor	0.04 ug/L	
		Hexachlorobenzene	0.1 ug/L	
		Methoxychlor	0.1 ug/L	
		Metribuzin	0.1 ug/L	
		Simazine	0.07 ug/L	
207	505	Phase II & V PCB/Toxaphene/Chlordane		\$ 95.00
		Aroclor 1016	0.08 ug/L	
		Aroclor 1221	2 ug/L	
		Aroclor 1232	0.5 ug/L	
		Aroclor 1242	0.3 ug/L	
		Aroclor 1248	0.1 ug/L	
		Aroclor 1254	0.1 ug/L	
		Aroclor 1260	0.2 ug/L	
		Toxaphene	1 ug/L	
		Chlordane	0.1 ug/L	
208	524.2	Trihalomethanes		\$ 90.00
		Bromodichloromethane	0.5 ug/L	
		Chloroform	0.5 ug/L	
		Bromoform	0.5 ug/L	
		Dibromochloromethane	0.5 ug/L	
209	515.4-UCMR	DCPA acid metabolites	1 ug/L	\$ 220.00
209	314.0-UCMR	Perchlorate	4 ug/L	\$ 140.00
210	525.2-UCMR	UCMR SOC's		\$ 350.00
		2,4-Dinitrotoluene	0.5 ug/L	
		4,4'-DDE	0.1 ug/L	
		EPTC	0.1 ug/L	
		Terbacil	0.1 ug/L	
		2,6-Dinitrotoluene	0.5 ug/L	
		Acetochlor	0.1 ug/L	
		Molinate	0.1 ug/L	
211	524.2-UCMR	UCMR Volatiles		\$ 200.00
		Methyl-t-Butyl Ether	0.5 ug/L	
		Nitrobenzene	5 ug/L	

## ADDITIONAL TESTING

Line Item	METHOD	DESCRIPTION	MRL	AQUEOUS SOIL	
	SOC Group	Methods: 531.1; 515.3; 549.2; 504.1; 548.1; 547;	see		
212	Pricing	552.2; 524.2; 525.2; & 505	methods	\$ 1,520.00	N/A
213	8321M	Explosives, LC/MS/MS		\$ 275.00	325
214	8321M	Perchlorate, LC/MS/MS		\$ 200.00	250
215	EPA 526	1,2-Diphenylhydrazine; Diazinon; Disulfoton; Fonofos; Nitrobenzene; Prometon; and Terbufos		\$ 330.00	
216	EPA 528	2-Methyl-phenol; 2,4-Dichlorophenol; 2,4- Dinitrophenol; and 2,4,6-Trichlorophenol		\$ 240.00	
217	EPA 532	Diuron, Linuron		\$ 260.00	
218	LIST 2 Pricing	EPA 526; 528; and 532		\$ 810.00	
219	EPA 1605	Aeromonas (30 hr hold time)		\$ 72.00	
220	EPA 1605	Aeromonas (confirmation)		\$ 90.00	

P VALCE LABORATORIES - AMENDMENT #1

ADDITIONAL TESTING

Line Item	METHOD	DESCRIPTION	MRL	AQUEOUS	SOIL
		Methods: 531.1; 515.3;			
	SOC Group	549.2; 504.1; 548.1; 547;	see		
212	Pricing	552.2; 524.2; 525.2; & 505	methods	\$ 1,520.00	N/A
<del>213</del>	<del>8321M</del>	<del>Explosives, LC/MS/MS</del>		<del>\$ 275.00</del>	<del>325</del>
213a	8321M	High Explosive (High Resolution)		\$ 325.00	\$ 275.00
213b	8321M	PETN & Nitroglycerin , and 213a		\$ 375.00	\$ 325.00
<del>214</del>	<del>8321M</del>	<del>Perchlorate, LC/MS/MS</del>		<del>\$ 200.00</del>	<del>250</del>
214a	8321M	Perchlorate (High Resolution)		\$ 162.50	\$ 200.00
215	EPA 526	1,2-Diphenylhydrazine; Diazinon; Disulfoton; Fonofos; Nitrobenzene; Prometon; and Terbufos		\$ 330.00	
216	EPA 528	2-Methyl-phenol; 2,4-Dichlorophenol; 2,4- Dinitrophenol; and 2,4,6-Trichlorophenol		\$ 240.00	
217	EPA 532	Diuron, Linuron		\$ 260.00	
218	LIST 2 Pricing	EPA 526; 528; and 532		\$ 810.00	
219	EPA 1605	Aeromonas (30 hr hold time)		\$ 72.00	
220	EPA 1605	Aeromonas (conformation)		\$ 90.00	



STATE OF NEW MEXICO  
GENERAL SERVICES DEPARTMENT

<b>AWARDED VENDOR</b> 4 VENDORS   Telephone No.
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**CONTRACT AMENDMENT**

CONTRACT NUMBER: 20-667-55-02459

CONTRACT AMENDMENT NO: 1

TERM: MAY 07, 2002 - MARCH 22, 2004

<b>SHIP TO:</b> NMED-DOE BUREAU 2905 RODEO PARK RD. EAST BUILDING 1 SANTA FE NM 87505-0000
<b>INVOICE:</b> SAME AS "SHIP TO" ADDRESS
For questions regarding this contract please contact: FRANCES MARTINEZ (505) 827-1536

Procurement Specialist: ELIZABETH E OLONA *EEO*

Telephone No.: 505-827-0480

COMMODITY: LABORATORY ANALYTICAL SERVICES

**THIS AMENDMENT IS ISSUED TO REFLECT THE FOLLOWING EFFECTIVE IMMEDIATELY:**

**THE PURPOSE OF THESE CHANGES IS TO INCLUDE LINE NUMBERS TO FEE SCHEDULES (APPENDIX D) AND ADDITIONAL ANALYTICAL SERVICES BY THE CONTRACTORS.**

**SEE ATTACHED PAGES.**

THIS CONTRACT AMENDMENT IS TO BE ATTACHED TO THE RESPECTIVE CONTRACT AND BECOME A PART THEREOF.

**EXCEPT AS MODIFIED BY THIS AMENDMENT, THE PROVISIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.**

ACCEPTED FOR THE STATE OF NEW MEXICO

*Kevin Higgins* \_\_\_\_\_ *[Signature]*

DATE: August 16, 2002

PURCHASING DIVISION, 1100 ST. FRANCIS DRIVE 87505 / , PO BOX 26110, SANTA FE, NM 87502-0110 (505) 827-0472

MV  
*[Signature]*

In attached Appendices D, the following should be added:

- Add** Line Item Numbers to contractors
  - American Radiation Services (ARS)**
  - Paragon Analytics**
  - Severn Trent Laboratories (STL)**
  
- Add** Line Item Number **109a** to **Paragon**  
Low Level Gross Alpha/Beta (600 min. count time) \$150.00/\$150.00/\$165.00/\$185.00  
Water/Soil/Air/Tissue prices
  
- Add** Line Item Number **122** to **Paragon**  
Tritium: MDA 400 pCi/L (Air as Silica Gel) \$65.00/\$75.00/\$85.00/\$110.00  
Water/Soil/Air/Tissue prices
  
- Add** Line Item Number **122a** to **Paragon**  
Tritium: MDA 200 pCi/L (Air as Silica Gel) \$130.00/\$150.00/\$170.00/\$185.00  
Water/Soil/Air/Tissue prices
  
- Add** Line Item Number **122b** to **Paragon**  
Tritium: MDA 150 pCi/L (Air as Silica Gel) \$195.00/\$225.00/\$255.00/\$260.00  
Water/Soil/Air/Tissue prices
  
- Add** Note to the bottom of Appendix D to **Paragon**  
15% discount for sample delivery groups of 20 samples or more of the same test and same matrix (applying to all/any tests)
  
- Add** Line Item Number **213a** to **Pinnacle**  
High Explosives (High Resolution) \$325.00/\$275.00  
Standard list Aqueous/Non-Aqueous prices
  
- Add** Line Item Number **213b** to **Pinnacle**  
PETN & Nitroglycerin, and line 213a (High Resolution) \$375.00/\$325.00  
Aqueous/Non-Aqueous prices
  
- Add** Line Item Number **214a** to **Pinnacle**  
Perchlorate (High Resolution) \$162.50/\$200.00  
Aqueous/Non-Aqueous prices
  
- Delete** Line Item Number **213** to **Pinnacle**  
Explosives
  
- Delete** Line Item Number **214** to **Pinnacle**  
Perchlorate

ADDITIONAL TESTING

Line Item	METHOD	DESCRIPTION	MRL	AQUEOUS	SOIL
		Methods: 531.1; 515.3; 549.2; 504.1; 548.1; 547; 552.2; 524.2; 525.2; & 505	see		
212	SOC Group Pricing		methods	\$ 1,520.00	N/A
<del>213</del>	<del>8321M</del>	<del>Explosives, LG/MS/MS</del>		<del>\$ 275.00</del>	325
213a	8321M	High Explosive (High Resolution)		\$ 325.00	\$ 275.00
213b	8321M	PETN & Nitroglycerin, and 213a		\$ 375.00	\$ 325.00
<del>214</del>	<del>8321M</del>	<del>Perchlorate, LG/MS/MS</del>		<del>\$ 200.00</del>	250
214a	8321M	Perchlorate (High Resolution)		\$ 162.50	\$ 200.00
215	EPA 526	1,2-Diphenylhydrazine; Diazinon; Disulfoton; Fonofos; Nitrobenzene; Prometon; and Terbufos		\$ 330.00	
216	EPA 528	2-Methyl-phenol; 2,4-Dichlorophenol; 2,4-Dinitrophenol; and 2,4,6-Trichlorophenol		\$ 240.00	
217	EPA 532	Diuron, Linuron		\$ 260.00	
218	LIST 2 Pricing	EPA 526; 528; and 532		\$ 810.00	
219	EPA 1605	Aeromonas (30 hr hold time)		\$ 72.00	
220	EPA 1605	Aeromonas (confirmation)		\$ 90.00	

Contract No. 20-667-55-02459

**STATE OF NEW MEXICO  
NEW MEXICO ENVIRONMENT DEPARTMENT  
PROFESSIONAL SERVICES PRICE AGREEMENT  
LABORATORY ANALYTICAL SERVICES**

**THIS AGREEMENT** made and entered into by and between the **State of New Mexico Environment Department**, hereinafter referred to as the Agency and Pinnacle Laboratories, hereinafter referred to as the "Contractor".

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

1. **Scope of Work**

The Contractor shall render the following services:

Upon request of the Agency, the Contractor shall perform specified chemical analyses on soil, water, tissue and air samples delivered by the Agency to the Contractor's laboratory. These chemical analyses shall be performed in accordance with U.S. Environmental Protection Agency (EPA) SW-846 (latest edition) methods and within EPA's method detection limits, or in accordance with methods approved in advance by the Agency. All routine chemical analyses results shall be reported to the Agency within thirty (30) days of delivery of the samples to the Contractor's laboratory. All samples shall be analyzed within the holding time specified by EPA standard methods for the particular chemical constituents. Special priority samples shall be analyzed as required by the Agency within a time frame specified by the Division and agreed to by the Contractor.

All handling of samples submitted for chemical analyses to the Contractor's laboratory shall be documented in accordance with generally accepted chain-of-custody procedures. The Contractor shall provide the Agency, as soon as possible after the chemical analyses is completed, but in no event later than 30 days, a written sample result form and an electronic data deliverable in a format mutually agreeable to the Agency and the written sample result form in a format mutually agreeable to the Agency and the Contractor as well as all chain-of-custody documents. The Contractor shall be responsible for the disposal of all samples no sooner than thirty (30) days after delivery of the sample results form to the Agency, unless otherwise specified by the Agency.

Upon the request of the Agency, the Contractor shall make available to the Agency, laboratory personnel who performed particular chemical analyses for the purpose of providing oral or written testimony in administrative or legal proceedings.

Request For Proposal No. 20-667-55-02459 and the contractor's proposal are incorporated by reference into this agreement and are made part of this agreement. In addition, any work requested by the Agency through submission of a Chain-Of-Custody Form will become part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

- (1) The terms and conditions of this document;
- (2) The Chain-of-Custody Form;
- (3) The Request For Proposals;
- (4) The Contractor's Proposal;
- (5) The Contractor's Standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

2. **Compensation**

- A. The Agency shall pay to the Contractor in full payment for services rendered at the rate listed in Appendix D (Fee Schedule).
- B. The New Mexico gross receipts' tax levied on the amounts payable under this Agreement shall be paid by the Agency to the Contractor.
- C. Payment shall be made upon receipt of detailed, certified Statement of Account. All invoices shall be submitted by Contractor to the Bureau who submitted the samples at:

1. New Mexico Environment Department – Hazardous Waste Bureau, 2905 Rodeo Park Drive East, Bldg. 1, Santa Fe, NM 87505-6303
2. New Mexico Environment Department – Underground Storage Tank Bureau, 2044 Galisteo Street, Santa Fe, NM 87505-2100
3. New Mexico Environment Department – Ground Water Quality Bureau, Harold Runnels Building 1190 St. Francis Drive, P.O. Box 26110, Santa Fe, NM 87502-0110
4. New Mexico Environment Department – Department Of Energy Oversight Bureau, 2905 Rodeo Park Drive East, Bldg. 1, Santa Fe, NM 87505-6303
5. New Mexico Environment Department – Air Quality Bureau, 2048 Galisteo St., Santa Fe, NM 87505-2100
6. New Mexico Environment Department – Drinking Water Bureau, 525 Camino del Los Marquez, Suite 1, Santa Fe, NM 87505

- D. The Agency shall compensate the Contractor for work satisfactorily performed hereunder in accordance with the fee schedule submitted by the Contractor and attached hereto as

- Appendix D. Invoices will be submitted by the Contractor on a monthly basis. The Agency shall have forty-five(45) days after receipt of said invoice within which to declare such work to be satisfactory and submit payment in accordance with the fee schedule which appears as Appendix D. In the event the Agency finds any such work unsatisfactory, notice hereof must be tendered to Contractor within thirty (30) days of the date of the invoice in question, and the Agency shall provide a detailed listing of its objections to the work in said written notice. In this instance, payment will only be forwarded for that portion of the work which the Agency deems satisfactory. The Contractor shall have ten working days to cure the cause or causes of such dissatisfaction. Upon cure, the Agency shall tender remaining payment of the invoice. Final payment is subject to the release requirements set out in paragraph 9 of this agreement.
- E. The Contractor shall provide the Agency within five working days of verbal notice, at no extra cost, ice chests, sample containers, lab forms, field blanks, and shipping charges for five (5) or more samples.
- F. Field blanks included with five (5) or more samples shall be analyzed at no extra cost to the Agency.
- G. Invoices shall include site specific cost center codes which will be furnished by the Agency on sample sheets. The Agency shall be responsible for completing the sample sheet correctly so that the invoice can be routed to the appropriate Bureau within the Agency. Contractor will not accept a sample sheet without specific cost center code(s) on them.
- H. Sample results will be reported to the appropriate Agency Representative at the address shown on the Chain-Of-Custody form within thirty (30) days for normal priority samples, within fourteen (14) days for priority 2 samples and within 24 hours for priority 1 samples (48 hours when method precludes 24 hour reporting). Surcharges for priority 1 and 2 samples are included in appendix A. Cost for normal priority samples not received within a thirty calendar day turnaround time will be reduced at a rate of 10% of the standard rate of the overdue analysis for each additional work week up to 50% of the total cost of the analysis. Samples not analyzed within the required holding time will not be billed to the Agency.
- I. Payment of taxes for any money received under this agreement shall be the contractor ' s sole responsibility and shall be reported under the contractor ' s federal and state tax identification numbers. The contractor may invoice the Agency for New Mexico gross receipts tax or local option taxes for services.
- J. Within fifteen days after the agency receives written notice from the contractor that payment is requested for services or items of tangible personal property delivered on site and received, the agency shall issue a written certification of complete or partial acceptance or rejection of the services or items of tangible or personal property. If the agency finds that the services or items of tangible personal property are not acceptable, it

shall, within thirty days after the date of receipt of written notice from the contractor that payment is requested, provide to the contractor a letter of exception explaining the defect or objection to the services or delivered tangible personal property along with details of how the contractor may proceed to provide remedial action. Upon certification by the agency that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the contractor within thirty days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day after the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the contractor at a rate of 1.5% per month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the contractor within five working days of the receipt of funds from that funding agency.

3. **Term**

This Agreement shall not become effective until approved by the State Purchasing Agent. This Agreement shall terminate on March 22, 2004 unless terminated pursuant to paragraph 4 infra. The State Purchasing Agent may extend this agreement for one (1) two year term, after the Agency gives the contractor written notice at least forty-five (45) days prior to the expiration of the then-current term. The renewal acceptance and Service Schedule (SS) must be delivered to the State Purchasing Division for processing fifteen (15) days prior to the expiration date. With the exception of price, all terms and conditions of this agreement shall apply to any option terms exercised by the Agency. Changes to terms and conditions are subject to mutual acceptance.

4. **Termination**

The following provisions are applicable in the event that the agreement is terminated.

A. Termination for Convenience

At any time, the Agency may terminate this agreement, in whole or in part, by giving the contractor (30) days written notice; provided, however, the Agency does not have the right to terminate a specific purchase order for convenience after it has been issued if the Product is ultimately accepted.

B. Termination for Cause

Either party may terminate the agreement for cause based upon material breach of this agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching party has not corrected the breach or, in the case of a breach which cannot be

corrected in thirty (30) days, begun and proceeded in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

#### C. The Agency's Rights

In the event the agreement expires or is terminated for any reason, except non-appropriation, the Agency shall retain its rights in all equipment and services accepted prior to the effective termination date.

#### D. The Contractor's Rights

In the event the agreement expires or is terminated for any reason, except non-appropriation, the Agency shall pay the contractor all amounts due for equipment and services ordered and accepted prior to the effective termination date or ordered before the effective termination date and ultimately accepted.

### 5. **Status of Contractor**

The Contractor and his agents and employees are independent contractors and are not employees of the State of New Mexico. The Contractor and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this agreement.

### 6. **Assignment**

Neither party shall assign or transfer any interest in this agreement or assign any claims for money due or to become due, without the prior written approval of the other party which shall not be unreasonably withheld. No assignment or transfer shall relieve either party from its obligations or liabilities under the agreement.

### 7. **Subcontracting**

The contractor shall not subcontract any portion of this agreement without the prior written approval of the Agency which shall not be unreasonably withheld. Whenever the use of subcontractors is approved, the contractor shall remain solely responsible for the performance of this agreement.

### 8. **Records and Audit**

The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the agency, the Department of Finance and Administration, and the State Auditor. The Agency shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Agency to recover excessive illegal payments.

9. **Appropriations.**

The terms of this agreement and any purchase order issued under this agreement are contingent upon sufficient appropriations being made by the Legislature of New Mexico for the performance of this agreement. Notwithstanding any language to the contrary in this agreement or in any purchase order or other document, the Agency may terminate its obligations under this agreement, or any extension thereof, if sufficient appropriations are not made by the Legislature to pay amounts due. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final and binding.

The Agency shall provide sixty (60) days notice, if possible, of its intent to terminate for non-appropriation. Such termination shall relieve the Agency, the State of New Mexico, and its officers and employees from any responsibility or liability for the payment of any further amounts under the relevant purchase order.

10. **Warranties**

The contractor shall provide the Agency with the following warranties:

A. **Service Warranty**

The Contractor warrants that service will be provided in a workmanlike manner by qualified technicians in accordance with EPA methods or industry accepted methods where EPA methods do not apply.

B. **Guaranteed Turn-Around Time**

The Contractor warrants that Data packages will be delivered to the Agency with-in the specified time as stated in section one (I) of this Price Agreement.

11. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from this Agreement. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein by the State of New Mexico, unless the Contractor has expressed written authority to do so, and then only within the strict limits of that authority.

12. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

13. **Conflict of Interest**

The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in a manner or degree with the performance of services required under this Agreement. The Contractor shall comply with the provisions of NMSA 1987, SS 10-16-12 which require disclosure in writing to the Office of the Secretary of State of amounts received under contract with the State of New Mexico when and if such provision becomes applicable.

14. **Amendment**

The agreement shall only be amended by written instrument executed by duly authorized representatives of the parties.

15. **Changes to the Equipment and Service Schedule(SS)**

After the initial SS has been accepted by the Agency and filed with the State Purchasing Division, the contractor may change the prices for equipment and services subject to the following provisions:

A. The contractor shall not raise prices for products or services during the then-current agreement term.

B. If the contractor lowers the price of any product or service, the contractor may subsequently raise the price back to the original price but no higher. Published price reductions must be offered to the Agency at the time of the announced reduction and must be submitted to the State Purchasing Division as soon as practicable after the effective date of the reductions.

C. The contractor may request permission to add new products and services to the SS provided that the pricing is agreed to between the Agency and the Contractor and the new products and services are within the scope of the procurement as defined in the request for proposals. Additions to the SS must be submitted to the contract administrator for review and approval. All items added must be deliverable within sixty (60) days of receipt of a purchase order.

D. Upon ninety (90) days written notice to the Agency, the contractor may withdraw any product or service from the SS. Once withdrawn, the product or service may not be resubmitted during the then-current agreement term. Approval of resubmitted items is at the sole discretion of the Agency.

E. The Agency reserves the right to require demonstrations of new products before allowing them to be added to the SS and to reject products that the Agency believes to be inappropriate for use by the Agency. All such demonstrations must be conducted in Santa Fe or Albuquerque, New Mexico. Except for travel by State employees, the direct expense for such demonstrations is the sole obligation of the contractor.

F. All changes to the SS must be filed with the State Purchasing Division to become effective.

G. The contract administrator shall be responsible for management of the agreement and the SS. The contract administrator shall be responsible for filing all changes to the SS with the State Purchasing Division. The contract administrator shall be responsible for initiating any extensions of the agreement as described in paragraph 4 of this agreement.

16. **Certifications**

The contractor agrees to obtain and maintain all required certifications, federally and state administered which are required for accepting and analyzing environmental samples that may contain low levels of radioactive and/or hazardous contaminants.

17. **Impracticality of Performance**

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

18. **Indemnification**

The contractor shall hold the State and its agencies and employees harmless and shall indemnify the State and its agencies and employees against any and all claims, suits, actions, liabilities, and costs of any kind including attorney's fees for personal injury or damage to property arising from acts or omissions of the contractor, its agents, officers, employees, or subcontractors.

19. **Invalid Term or Condition**

If any term or condition of this agreement shall be held invalid or unenforceable, the remainder of this agreement shall not be affected and shall be valid and enforceable.

20. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

21. **Limit of Liability**

The contractor's liability to the Agency for any cause whatsoever shall be limited to the purchase price paid to the contractor for the products and services that are the subject of Agency's claim. The foregoing limitation does not apply to Paragraphs 9 and 23 of this agreement or to damages resulting from personal injury caused by the contractor's negligence. In no event will contractor be liable for

Any damages resulting from loss of data or use, lost profits or any incidental or consequential damages.

22. **Changes in Contractor Representatives**

The Agency reserves the right to negotiate a change in contractor representatives if the assigned representatives are not, in the opinion of the Agency, serving the needs of the State of New Mexico adequately.

23. **Scope of Agreement**

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understanding have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

24. **Applicable Law**

This agreement shall be governed by the laws of the State of New Mexico.

25. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

26. **Equal Opportunity Compliance**

The Contractor agrees to abide by all Federal and States laws, rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, sex preference, age or handicap, be excluded from employment with or participation in, be denied by benefits of or otherwise be subjected to discrimination under any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this agreement, Contractor agrees to take appropriate steps to correct these deficiencies at once.

27. **Suspension and Debarment**

Contractors receiving individual awards for \$100,000 or more and all sub recipients must certify that the organization and its principals are not suspended or debarred. The non-Federal entities may rely upon the certification unless it knows that the certification is erroneous.

28. **Notification**

Either party may give written notice to the other party. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivered, or three (3) business days after being mailed.

To Agency: Peter Maggiore, Secretary  
New Mexico Environment Department  
Harold Runnels Building  
1190 St. Francis Drive, P.O. Drawer 26110  
Santa Fe, New Mexico 87502-0100

To Contractor: Dr. H. Mitchell Rubenstein  
Pinnacle Laboratories  
2709-D Pan American Freeway  
Albuquerque, New Mexico 87109

Either party may change its representative or address above by written notice to the other. The carrier for mail delivery and notices shall be the agent of the sender.

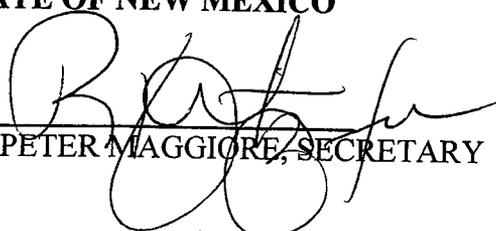
29. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date of execution by the State Purchasing Agent, below.

STATE OF NEW MEXICO

BY:

  
PETER MAGGIORE, SECRETARY

DATE:

4/24/02

CONTRACTOR

BY:

  
DR. H. MITCHELL RUBENSTEIN  
Pinnacle Laboratories

DATE:

04.23.02

AWARD OF CONTRACT FOR THE STATE OF NEW MEXICO,  
ENVIRONMENT DEPARTMENT:

BY:

  
LOUIS HIGGINS  
State Purchasing Agent

DATE:

5-1-02