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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 100
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

April 12, 2023

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Sole Source** amendment to an existing contract (Contract #8003079) with Specialty Underwriters LLC (VC#388736), Oak Creek, WI, to increase the contract limitation by \$59,202.00 from \$280,000.00 to \$339,202.00 for laboratory equipment maintenance and repair services (PerkinElmer) effective upon Governor and Council approval through June 30, 2027. The original contract was approved by Department of Administrative Services on June 27, 2022.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

As previously stated, the original contract was approved by Department of Administrative Services on June 27, 2022.

This request is **Sole Source** because the requested increase to the price limitation is greater than a factor of 10%. The State of New Hampshire, Department of Health and Human Services (DHHS) Public Health Labs requested that an additional piece of equipment be added to this contract for maintenance and repair services for the fiscal year period 2024-2027. The requested inclusion of laboratory equipment known as Quantulus GCT LSC 6220TR adds an additional cost of \$59,202.00. The current contract (Contract #8003079) contains a provision indicating that the State of New Hampshire reserves the right to add or delete equipment throughout the term of the agreement. It is important to note that this current contract (Contract #8003079) did result from a competitive bid via request for bid 2608-23, which closed on May 23, 2022 and reached fourteen vendors through the NIGP sourcing platform in addition to three other vendors directly sourced. There were three compliant vendors to this solicitation, with Specialty Underwriters LLC submitting the lowest compliant pricing.

The Quantulus GCT Liquid Scintillation Counter is routinely used to monitor numerous sites around the State for comparison to readings that might be found during a radiological emergency. This system will be able to measure at a very low background level, which is necessary to safeguard the environment as well as the health of New Hampshire citizens. Applications include radiological

emergency response, regulation of use of radioactive materials in NH, food control for Srontium-90; Yttrium-90, Americium-241, Polonium-210, Plutonium-238/239/240 and other radioactive effluent measurements at nuclear power plants; emergency preparedness for nuclear power and homeland security (e.g., dirty bomb surveillance); and possible bioassay of human body fluid.

Contract financials	
Original price limitation	\$ 280,000.00
Add this amendment	\$ 59,202.00
Requested price limitation	\$ 339,202.00

Based on the foregoing, I am respectfully recommending approval of the **Sole Source** amendment to the contract with Specialty Underwriters LLC.

Respectfully submitted,



FOR

Charles M. Arlinghaus
Commissioner

**FIRST AMENDMENT TO THE CONTRACT
 BETWEEN Specialty Underwriters LLC
 AND
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
 FOR Laboratory Equipment Maintenance and Repair Services (PerkinElmer)
 CONTRACT # 8003079**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 21st day of February, 2023, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Specialty Underwriters LLC (hereinafter referred to as "the Contractor") for Laboratory Equipment Maintenance and Repair Services (PerkinElmer).

WHEREAS, pursuant to an agreement effective July 1, 2022 set to expire June 30, 2027, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Laboratory Equipment Maintenance and Repair Services (PerkinElmer) for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

1.8 \$339,202.00

2. Amend Exhibit B, Payment Terms, add the following payment terms for the period July 1, 2022 through June 30, 2027:

Description	# PM	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Public Health Laboratories (PHL)						
D. Quantulus GCT LSC.6220TR, S/N SGL023211595	1		\$14,045.00	\$14,466.00	\$15,045.00	\$15,646.00
Department of Safety (DOS)						

3. All other provisions of the Agreement, approved by the Commissioner of Administrative Services on June 27, 2022, shall remain in full force and effect.

Contractor Initials: BW
 Date: 2.21.23

Specialty Underwriters LLC

By: *[Signature]*
Elaine Wilson
(Print Name)

Title: Business Manager

Date: 2.21.23

STATE OF NEW HAMPSHIRE

By: *[Signature]*
FOR Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: _____

OFFICE OF THE ATTORNEY GENERAL

By: *[Signature]*
CHRISTOPHER G. DOUD
(Print Name)

Title: SR ASST ATTORNEY GENERAL

Date: 4/4/23

The foregoing contract was approved by
the Governor and Council of New
Hampshire on

Signed: _____

(Print Name)

Title: _____

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SPECIALTY UNDERWRITERS LLC is a Wisconsin Limited Liability Company registered to transact business in New Hampshire on November 01, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 759068

Certificate Number: 0006124219



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of February A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

Specialty Underwriters LLC

The undersigned, being the President of Specialty Underwriters LLC, a Wisconsin limited liability company (the "Company"), hereby certifies that set forth below is the name and the title of the duly appointed agent of the Company duly authorized to execute and deliver on behalf of the Company the contract with the State of New Hampshire, and any other instruments and documents to be delivered related thereto:

Name

Title

Elaine Wilson

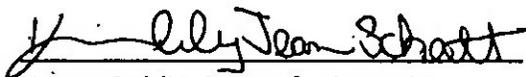
Business Manager

In witness whereof, the undersigned has executed this Certificate of Authority of Specialty Underwriters LLC as of February 21, 2023.



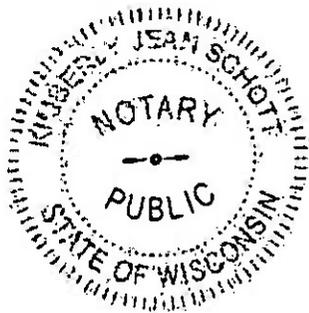
Joseph A. Fallico, President

Subscribed and sworn to before me this
February 21, 2023.



Notary Public, State of Wisconsin

My commission expires: 05-12-2026



STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: June 7, 2022

CONTRACT FOR: Laboratory Equipment Maintenance & Repair Services (PerkinElmer)

CONTRACT #: 8003079

COMMODITY/NIGP CODE: 938 5900

CONTRACTOR: Specialty Underwriters LLC

VENDOR CODE #: 276254

SUBMITTED FOR ACCEPTANCE BY:



cn=Erica D Brisson, o=Div of
Procurement Support Services,
ou=Bureau of Purchase and Property,
email=Erica.D.Brisson@das.nh.gov,
c=US
2022.06.07 15:11:00 -04'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Paul A Rhodes, o=Div
Procurement Support Services, ou=Bureau
of Purchase and Property,
email=Paul.A.Rhodes@das.nh.gov, c=US
Date: 2022.06.21 16:32:10 -04'00'

PAUL A. RHODES, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Mathew.T.Stanton, o=State of
NH, ou=Bureau of Purchase & Property,
email=mathew.t.stanton@das.nh.gov,
c=US
Date: 2022.06.23 08:43:29 -04'00'

MATHEW T. STANTON, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta, o=Department of
Administrative Services, ou=Division of
Procurement Support Services,
email=Gary.S.Lunetta@das.nh.gov, c=US
Date: 2022.06.23 08:44:32 -04'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE

6-23-22

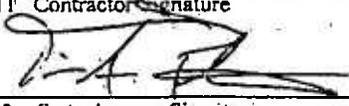
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Specialty Underwriters, LLC.		1.4 Contractor Address 9667 South 20 th Street Oak Creek, WI 53154	
1.5 Contractor Phone Number 800-558-9910 Ext. 2355	1.6 Account Number Various	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$280,000.00
1.9 Contracting Officer for State Agency Erica Brisson		1.10 State Agency Telephone Number 603-271-7272	
1.11 Contractor Signature  Date: 6/6/22		1.12 Name and Title of Contractor Signatory TIM PETERSON, Vice President & Dir. of Sales	
1.13 State Agency Signature  Date: 6/17/22		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 6/6/2022

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under

Contractor Initials

Date

[Signature]
6/6/2022

this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials

Date

JF
6/6/2022

**EXHIBIT B
SCOPE OF SERVICES**

1. INTRODUCTION

Specialty Underwriters, LLC. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), with Laboratory Equipment Maintenance and Repair Services in accordance with the bid submission in response to State Request for Bid #2608-23 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2608-23

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFB 2608-23."

3. TERM OF CONTRACT

This contract shall commence on July 1, 2022 or upon execution by the Commissioner of Administrative Services, whichever is later, and shall continue thereafter for a period of approximately five (5) years.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK

Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

The Contractor shall cover the following services of laboratory equipment/instrumentation currently manufactured by Perkin Elmer or its designee:

The Contractor shall provide:

- i. Maintenance and repair services for all instruments listed in Exhibit C


6/6/2022

2. Unlimited toll-free telephone support during the hours of 8:30 AM and 5:00 PM (EST), Monday through Friday. Vendor shall respond by telephone within four (4) hours of the initial call for service
3. Emergency repairs shall occur between the hours of 8:30 AM and 5:00 PM, Monday through Friday
4. Unlimited emergency on-site repair services, to be provided within seventy-two (72) hours from the time it is determined that on-site repairs are needed
5. Immediate notification of all recommended critical software issues
6. Installation of all Original Equipment Manufacturer (OEM) recommended non-billable software and documentation for updates and new releases
7. A 5% minimum discount on classroom, web and onsite training
8. One (1) Preventative Maintenance (PM) visit performed by a Field Service Engineer per year on all applicable equipment shall include:
 - a. Shall perform all maintenance functions as noted in the owner's manual and recommended by the manufacturer
 - b. The Preventative Maintenance Visit shall occur at a mutually agreeable time which may be combined with a repair visit
 - c. Test to assure the equipment is functioning according to factory acceptable standards.
9. All labor, travel costs, telephone assistant costs, and service parts required for PM/repair/updates/etc. are to be included in the pricing. Consumables will not be included and will be an additional fee if required/necessary

The State of New Hampshire reserves the right to add or delete equipment throughout the term of the agreement.

ADDITIONAL REQUIREMENTS:

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:30 A.M. and 5:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to

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proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2608-23, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:

[https://das.nh.gov/purchasing/vendorregistration/\(S\(a0fzcv55ghoegs45jpya5l45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(a0fzcv55ghoegs45jpya5l45))/welcome.aspx)

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. INSURANCE

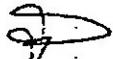
Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

9. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

Contractor Initials

Date


4/6/2022

**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor hereby agrees to provide laboratory maintenance and repair services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$280,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

Description	# PM	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
A. VictorX4, S/N 20301995	1	\$6,818.00	\$6,818.00	\$7,022.00	\$7,233.00	\$7,450.00
Shaker4Plate S/N 100105297	0	\$240.00	\$240.00	\$247.00	\$254.00	\$262.00
Delfia Plate Washer (KC9D306603)	0	\$1,116.00	\$1,116.00	\$1,149.00	\$1,183.00	\$1,219.00
B. TRI-Carb 2800TR Liquid Scintillation Counter S/N DG12073344	1	\$2,861.00	\$2,861.00	\$2,946.00	\$3,035.00	\$3,126.00
C. Zephyr 96-well Extraction System. ZY1522N0531	1	\$5,998.00	\$5,998.00	\$6,178.00	\$6,363.00	\$6,554.00
E. Clarus 580 GC S/N 580516042816	1	\$3,218.00	\$3,218.00	\$3,314.00	\$3,414.00	\$3,516.00
F. Turbomatrix HS Series S/N HS4051604281	1	\$4,098.00	\$4,098.00	\$4,220.00	\$4,347.00	\$4,478.00
G. Turbomatrix 110 S/N HS40L0611241	1	\$4,098.00	\$4,098.00	\$4,220.00	\$4,347.00	\$4,478.00
H. Clarus 500 GC S/N 650N6120807	1	\$3,495.00	\$3,495.00	\$3,599.00	\$3,707.00	\$3,819.00

3. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

The invoice shall be sent to the following address:

For NHPHL will be directed to:
 Mamta Dua
 Public Health Laboratories
 NH Department of Health and Human Services
 29 Hazen Drive
 Concord, NH 03301

Contractor Initials

Date


 6/6/2022

For the NH Department of Safety will be directed to:

Melisa Staples
Department of Safety
Forensic Laboratory
33 Hazen Drive
Concord, NH 03305

5. PAYMENT

Payments may be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

Contractor Initials

Date


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EXHIBIT D

RFB #2608-23 is incorporated here within.

Contractor Initials

Date


6/6/2022

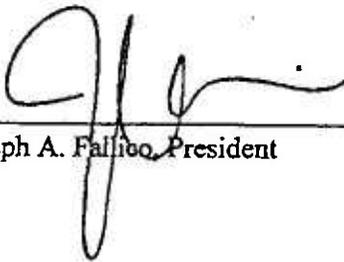
CERTIFICATE OF AUTHORITY

Specialty Underwriters LLC

The undersigned, being the President of Specialty Underwriters LLC, a Wisconsin limited liability company (the "Company"), hereby certifies that set forth below is the name and the title of the duly appointed agent of the Company duly authorized to execute and deliver on behalf of the Company the contract with the State of New Hampshire, and any other instruments and documents to be delivered related thereto:

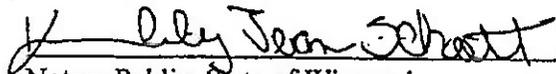
<u>Name</u>	<u>Title</u>
Timothy A. Peterson	Senior Vice President – Director of Commercial Division

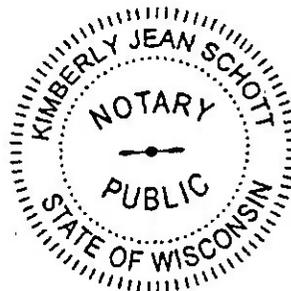
In witness whereof, the undersigned has executed this Certificate of Authority of Specialty Underwriters LLC as of June 6, 2022.



Joseph A. Fallico, President

Subscribed and sworn to before me this
June 6, 2022.


Notary Public, State of Wisconsin
My commission expires: May 12, 2026



State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SPECIALTY UNDERWRITERS LLC is a Wisconsin Limited Liability Company registered to transact business in New Hampshire on November 01, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 759068

Certificate Number: 0005787833



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of June A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 245 South Executive Drive, Suite 200 Brookfield WI 53005	CONTACT NAME: Sharon Bannach PHONE (A/C, No, Ext): 262-792-2214 FAX (A/C, No): 262-792-1712 E-MAIL ADDRESS: Sharon_Bannach@ajg.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER B: Allmerica Financial Benefit Insurance Co</td> <td>41840</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hanover Insurance Company	22292	INSURER B: Allmerica Financial Benefit Insurance Co	41840	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER E:															
INSURER F:															
INSURED Specialty Underwriters LLC 9667 S 20th St Oak Creek, WI 53154															

COVERAGES CERTIFICATE NUMBER: 445074173 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ZH1D05151706	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AW1D05160408	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UH1D05151606	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WH1D73739103	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER State of New Hampshire Administrative Services, Bureau of Purchase and Property 25 Capitol Street, Room 102 Concord NH 03301 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michael Burg</i>
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