



State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

April 25, 2023

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

REQUESTED ACTION

Authorize the Department of Safety, Division of Motor Vehicles and Division of Administration to exercise a renewal option with Kodak Alaris, Inc. (VC#266444-P001), 336 Initiative Drive, Rochester, NY 14624, by increasing the price limitation in the amount of \$20,944.48 from \$40,625.96 to not exceed \$61,570.44 to provide preventative maintenance, service, and repairs to Kodak microfilm equipment located at the Department of Safety, with provisions for four, one-year extensions. The original contract approved by the Governor and Executive Council on June 16, 2021, as item # 136 and Amendment 1 approved on June 29, 2023, as item # 169. This contract amendment, the second of the four extensions, shall be effective upon Governor and Executive Council approval through June 30, 2024. 21% Agency Income and 79% Highway.

Funds are anticipated to be available in the following accounts in SFY2024.

02-23-23-233015-23120000	Dept. of Safety – Div. of Motor Vehicles – Motor Vehicle Reg.	<u>SFY 2024</u>
024-500225	- Maintenance Other Than Building & Grounds	\$2,157.96
02-23-23-233015-23140000	Dept. of Safety – Div. of Motor Vehicles – Certificate of Title	
024-500225	- Maintenance Other Than Building & Grounds	\$2,157.96
02-23-23-232015-23190000	Dept. of Safety – Division of Administration – Copy Center	
024-500225	- Maintenance Other Than Building & Grounds:	<u>\$16,628.56</u>
Total contract not to exceed		\$20,944.48

EXPLANATION

As previously stated, the original contract approved by the Governor and Executive Council on June 16, 2021, as item # 136 and Amendment 1 approved on June 29, 2023, as item # 169. This contract amendment, the second of the four extensions, will continue to provide preventative maintenance, service, and repairs for the Kodak microfilm equipment used by several DOS divisions, ensuring continued filming and archiving of newly generated documents and retrieval of documents archived using microfilm.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

State of New Hampshire
 Department of Safety
 Microfilm Equipment Maintenance and Repair
 Amendment 2

This Agreement (hereinafter called the "Amendment") is by and between Kodak Alaris, Inc., (VC#266444-P001) 336 Initiative Drive, Rochester, NY 14624, and the State of New Hampshire acting by and through the Department of Safety DOS.

WHEREAS, pursuant to an Agreement (herein after referred to as the "Agreement"), approved by the Governor and Executive Council on June 16, 2021, Item # 136, and Amendment 1 approved by the Governor and Executive Council on June 29, 2022, Item # 169, Kodak Alaris Inc., agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the DOS, certain sums as specified therein;

WHEREAS, the Agreement has provisions for four (4) additional one year term extensions subject to approval by the Governor and Executive Council;

WHEREAS, Kodak Alaris, Inc. and the DOS have agreed to amend the Agreement through the second of the four one year term extensions.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree to the following:

The Agreement is hereby amended as follows:

1. Amend section 1.8 Price Limitation of the Contract Agreement by increasing the Price Limitation by \$20,944.48 from \$40,625.96 to not exceed \$61,570.44, as follows:
2. Amend section 1.7 Completion Date of the Contract Agreement to June 30, 2024.
3. Amend Exhibit B Pricing and Payment Terms with following price structure.

Unit	Account:	Annual cost
K#35021582	02-23-23-233015-23140000-024-500225	\$2,157.96
K# 35021583	02-23-23-233015-23120000-024-500225	\$2,157.96
K# 3545275		\$6,044.16
		\$ 173.15
		\$ 173.15
K# 3545276		\$6,044.16
		\$ 173.15
		<u>\$ 173.15</u>
	02-23-23-233015-23190000-024-500225	\$12,780.92
K# 41465863		\$2,409.60
		<u>\$1,438.04</u>
	02-023-23-233015-31100000-024-500225	\$3,847.64
Total Not To Exceed		\$20,944.48

Date 3/2/23 Initials CRG

CONTINUANCE OF AGREEMENT: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and Amendment 1, and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

The parties have hereunto set their hands.

Kodak Alaris, Inc.

By: Christina M. Hage Date: 3/22/2023

Title: SERVICE SALES OPERATIONS MANAGER

STATE OF NEW HAMPSHIRE

Department of Safety

By: [Signature] Date: 4/18/23

The foregoing contract, having been reviewed by this office, is approved as to form, substance and execution.

OFFICE OF THE ATTORNEY GENERAL

By: [Signature] On: May 2, 2023
Assistant Attorney General

GOVERNOR AND EXECUTIVE COUNCIL OF THE STATE OF NEW HAMPSHIRE

On: _____

Signed: _____
Date: 3/22/23 Initials: CH

Title: _____
Page 2 of 2

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 KODAK ALARIS INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on July 22, 2013. 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: 694826

Certificate Number : 0006199156



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2023.

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

David M. Scanlan
Secretary of State

Kodak alaris

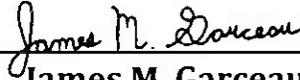
March 22, 2023

Certificate of Authority

I, James Garceau, General Counsel, Kodak Alaris BU & Group DPO at Kodak Alaris Inc. ("Alaris"), do hereby certify that Alaris has all necessary authority to enter agreements with the Department of Safety of the State of New Hampshire and that the person named below has been duly appointed and authorized by the Board of Directors of Alaris to execute documents on behalf of Alaris and such authorization remains in full force and effect as the date hereof.

Christine M. Gage, Manager, Service Sales Operations

I further certify I am empowered to execute this Certification of Authority on behalf of the above-named organization.



James M. Garceau
General Counsel, Kodak Alaris BU &
Group DPO
Kodak Alaris Inc.

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mlc

169

MULTID-MULTIB-05-2022-01



State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

RICHARD C. BAILEY, JR.
ASSISTANT COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

May 25, 2022

G&C #169
06/29/2022

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

REQUESTED ACTION

Authorize the Department of Safety, Division of Motor Vehicles and Division of Administration to exercise a contract renewal option with Kodak Alaris, Inc. (VC#266444-P001), 336 Initiative Drive, Rochester, NY 14624, for preventative maintenance, service, and repairs on microfilm equipment, by increasing the price limitation by \$20,493.44 from \$20,132.52 to \$40,625.96 and extending the completion date from June 30, 2022 to June 30, 2023, effective upon Governor and Council approval. The original contract was approved by the Governor and Council on June 16, 2021, item # 136. Funding source 21% Agency Income and 79% Highway.

	<u>SFY2023</u>
02-23-23-233015-23120000 Dept. of Safety – Div. of Motor Vehicles – Motor Vehicle Reg. Maintenance Other Than Building & Grounds 024-500225	\$2,126.92
02-23-23-233015-23140000 Dept. of Safety – Div. of Motor Vehicles – Certificate of Title Maintenance Other Than Building & Grounds 024-500225	\$2,126.92
02-23-23-232015-23190000 Dept. of Safety – Division of Administration – Copy Center Maintenance Other Than Building & Grounds 024-500225	\$16,239.60
	Total
	<u>\$20,493.44</u>

EXPLANATION

This contract will continue to provide uninterrupted preventative maintenance, service, and repairs for the Kodak microfilm equipment used by several Department of Safety divisions, ensuring continued filming and archiving of newly generated documents and retrieval of documents archived. Microfilm no longer has widespread use and equipment requires regular maintenance and support by technicians familiar with the aging equipment and technology. This item exercises the first of four optional contract renewals available to the Department. A Request for Bid (RFB) DOS-2021-03-01 was posted to the Department of Administrative Services' website from April 9, 2021 through April 30, 2021 for microfilm equipment preventative maintenance, service, and repairs. Kodak Alaris, Inc. was the only responding vendor.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

State of New Hampshire
 Department of Safety
 Microfilm Equipment Maintenance and Repair
 Amendment 1

This Agreement (hereinafter called the "Amendment") is by and between Kodak Alaris, Inc., (VC#266444-0001) 336 Initiative Drive, Rochester, NY 14624, and the State of New Hampshire acting by and through the Department of Safety DOS.

WHEREAS, pursuant to an Agreement (herein after referred to as the "Agreement"), approved by the Governor and Executive Council, on June 16, 2021, Item # 136, Kodak Alaris Inc., agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the DOS, certain sums as specified therein;

WHEREAS, the Agreement has provisions for four (4) additional one year term extensions subject to approval by the Governor and Executive Council;

WHEREAS, Kodak Alaris, Inc. and the DOS have agreed to amend the Agreement through the first of the four one year term extensions.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree to the following:

The Agreement is hereby amended as follows:

1. Amend section 1.8 Price Limitation of the Contract Agreement by increasing the Price Limitation by \$20,493.44 from \$20,132.52 to not exceed \$40,625.96, as follows:
2. Amend section 1.7 Completion Date of the Contract Agreement to June 30, 2023.
3. Amend Exhibit B Pricing and Payment Terms with following price structure.

Unit	Account	Annual cost
K#35021582	02-23-23-233015-23140000-024-500225	\$2,126.92
K# 35021583	02-23-23-233015-23120000-024-500225	\$2,126.92
K# 3545275		\$5,910.00
		\$ 168.48
		\$ 168.48
K# 3545276		\$5,910.00
		\$ 168.48
		<u>\$ 168.48</u>
	02-23-23-233015-23190000-024-500225	\$12,493.92
K# 41465863		\$2,346.00
		<u>\$1,399.68</u>
	02-023-23-233015-31100000-024-500225	\$3,745.68
Total Not To Exceed		\$20,493.44

Date 5/4/22 Initials cmg
 Controlled

CONTINUANCE OF AGREEMENT: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

The parties have hereunto set their hands.

Kodak Alaris, Inc.

By: Christina M. Hage Date: 5/17/2022

Title Service Sales Operations Manager

STATE OF NEW HAMPSHIRE

Department of Safety

By: [Signature] Date: 5/25/22

The foregoing contract, having been reviewed by this office, is approved as to form, substance and execution.

OFFICE OF THE ATTORNEY GENERAL

By: [Signature] On: June 14, 2022
Assistant Attorney General

GOVERNOR AND EXECUTIVE COUNCIL OF THE STATE OF NEW HAMPSHIRE

On: _____

Signed: _____ Title: _____

Date 5/17/22 Initials CMH
Controlled

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 KODAK ALARIS INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on July 22, 2013. 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: 694826

Certificate Number : 0005774913



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of May A.D. 2022.

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

David M. Scanlan
Secretary of State

Kodak alaris

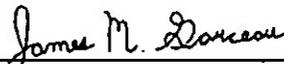
May 4, 2022

Certificate of Authority

I, James Garceau, Corporate Counsel of Kodak Alaris Inc. ("Alaris"), do hereby certify that Alaris has all necessary authority to enter agreements with the Department of Safety of the State of New Hampshire and the person named below has been duly appointed and authorized by the Board of Directors of Alaris as of May 04, 2022 to execute documents on behalf of Alaris and such authorization remains in full force and effect as the date hereof.

Christine M. Gage, Manager, Service Sales Operations

I further certify I am empowered to execute this Certification of Authority on behalf of the above-named organization.



James Garceau, Corporate Counsel

KODAK ALARIS INC.
336 INITIATIVE DRIVE • ROCHESTER, NY 14624

DESCRIPTIONS (Continued from Page 1)

To the extent covered by endorsement forms(s):

GENERAL LIABILITY

80 02 2000 04/01 General Liability - Real Estate Managers, Vendors, Lessors of leased equipment, Lessors of Premises automatic AI and WOS per contract or agreement

80 02 2367 05/07 Blanket Additional Insured, Primary Non-Contributory

AUTO LIABILITY

16 02 0295 11/16 Additional Insured per written contract and Waiver of Subrogation per contract or agreement

UMBRELLA LIABILITY

07 02 0815 07/01 Chubb Commercial Excess & Umbrella Insurance - Additional Insured and Waiver of Subrogation per written contract

WORKERS COMPENSATION

WC 00 03 13 Waiver Of Our Right to Recover From Others Endorsement-State of:

AK,AL,AZ,AR,CO,CT,DE,DC,FL,GA,HI,ID,IA,IL,IN,KS,LA,MA,MD,ME,MI,MN,MS,MO,MT,NC,NE,NJ,NM,NV,NY,OK,OR,PA,RI,SC
SD,TN,VA,WI

WC 42 03 04 B Waiver Of Our Right to Recover From Others Endorsement-State of: TX

WC 04 03 06 Waiver Of Our Right to Recover From Others Endorsement-State of: CA

WC 99 03 94 Notice of Cancellation to Certificate Holder(s) 10 days non pay notice, 30 days any other reason

Department of Safety is included as an Additional Insured as respects to General Liability, as required by Contract.



ROBERT L. QUINN
COMMISSIONER OF
SAFETY

State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

G&C #136
6/16/2021

May 11, 2021

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

Requested Action

Authorize the Department of Safety, Division of Motor Vehicles and Division of Administration, to enter into a contract with Kodak Alaris, Inc. (VC#266444-P001), 336 Initiative Drive, Rochester, NY 14624, in an amount not to exceed \$20,132.52 for the purpose of providing preventative maintenance, service, and repairs to Kodak microfilm equipment located at the Department of Safety. Effective upon Governor and Council approval through June 30, 2022, with the option for four additional one-year terms subject to approval by Governor and Executive Council. Funding source: 79% Highway Funds/21% Agency Income.

Funds are anticipated to be available in the following accounts in SFY2022.

	<u>SFY2022</u>
02-23-23-233015-23120000 Dept. of Safety – Division of Motor Vehicles – Motor Vehicle Registration	
024-500225 Maintenance Other Than Building & Grounds	\$2,093.44
02-23-23-233015-23140000 Dept. of Safety – Division of Motor Vehicles – Certificate of Title	
024-500225 Maintenance Other Than Building & Grounds	\$2,093.44
02-23-23-232015-23190000 Dept. of Safety – Division of Administration – Copy Center	
024-500225 Maintenance Other Than Building & Grounds	<u>\$15,945.64</u>
Total	\$20,132.52

Explanation

This contract with Kodak Alaris will provide uninterrupted preventative maintenance, service, and repairs for the Kodak microfilm equipment used by several DOS divisions, thus ensuring continued filming and archiving of newly generated documents and retrieval of documents archived using microfilm. Microfilm no longer has a widespread use and thus it has become increasingly difficult to find vendors who can provide the service, maintenance, supplies, and parts required for the Department's aging microfilm equipment. Request for Bid (RFB) DOS-2021-03-1 was posted on the Department of Administrative Services' website from April 9, 2021 through April 30, 2021 seeking bids for the microfilm preventative maintenance service and repairs. Kodak Alaris, Inc. was the only responding vendor.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

Bid Summary

STATE OF NEW HAMPSHIRE
DEPARTMENT OF DEPARTMENT OF SAFETY
MICROFILM EQUIPMENT MAINTENANCE AND REPAIR
DOS-RFB-2021-03-1

The Department of Safety is seeking bids to provide preventive maintenance, service and repair(s) including necessary replacement parts, excluding image maintenance kits, supply items and consumables for the following microfilm equipment located in Concord New Hampshire.

Public notice / RFB placed on the Department of Administrative Services, Bureau of Purchase & Property website on April 9, 2021.

Closing date for bids April 30, 2021.

Bids received

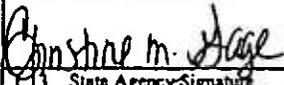
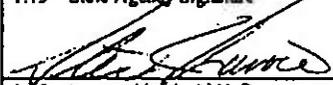
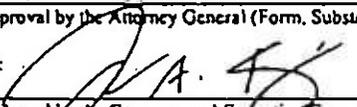
Kodak Alaris, Inc. Annual cost \$20,132.52

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 Safety	1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305
1.3 Contractor Name Kodak Alaris, Inc.	1.4 Contractor Address 336 Initiative Drive, Rochester, NY 14624-6217
1.5 Contractor Phone Number (585) 310-5370 (800) 225-6325	1.6 Account Number 02-23-23-233015-23120000-024-500225 02-23-23-233015-23140000-024-500225 02-23-23-233015-23190000-024-500225
1.7 Completion Date 06-30-2022	
1.8 Price Limitation Not to exceed \$20,132.52	
1.9 Contracting Officer for State Agency Steven R. Lavoie, Director of Administration	1.10 State Agency Telephone Number (603)-227-4050
1.11 Contractor Signature 	1.12 Name and Title of Contractor Signatory CHRISTINE M. GAFF SERVICE SALES Op Mgr
1.13 State Agency Signature 	1.14 Name and Title of State Agency Signatory Steven R. Lavoie, Director of Administration
Date: 5-4-2021	
Date: 5/11/21	
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: 6/2/2021	
1.17 Approval by the Governor and Executive Council (if applicable)	
G&C Item number: _____ G&C Meeting Date: _____	

Contractor Initials 
 Date 5/11/21

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 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.

EXHIBIT B
SCOPE OF SERVICES

Kodak Alaris, Inc., (VC#266444-P001) 336 Initiative Drive Rochester, NY 14624 shall provide preventive maintenance, service and repair(s) including necessary replacement parts, excluding consumables, for the two (2) Kodak 2400DSV Microfilm Scanners, two (2) Imagelink 30s and one (1) RW 1000 located in the Department of Safety, Division of Motor Vehicles, bureaus of Registration, and Title at 23 Hazen Drive, and Division of Administration, Copy Center at 41 Hazen Drive in Concord, New Hampshire as described in the attached DOS-RFB-2021-03-01 Kodak Alaris, Inc., bid which is hereby made part of this agreement.

1. The contact person for Kodak Alaris, Inc. is Susan Buscaglia or her designee, e-mail susan.buscaglia@kodakalaris.com telephone # 585-310-5370.
2. The contact person for the Division of Motor Vehicles regarding contract issues is Lisa Lienhart or her designee, telephone # 603-227-4050, e-mail lisa.lienhart@dos.nh.gov.
3. Kodak Alaris, Inc., employees that work in 23 Hazen Drive and 41 Hazen Drive may be required to undergo a fingerprint based criminal background check prior to commencing work.

**EXHIBIT B
PRICING AND PAYMENT TERMS**

The payment schedule for transfer of funds from the Department of Safety to Kodak Alaris, Inc., is contingent upon approval of this contract by the Governor and Executive Council and the following:

1. Department of Safety approval of services.
2. Submittal of invoices to the Department of Safety by Kodak Alaris, Inc.
3. Payment terms shall be net 30 days from date of invoice.
4. There shall be no other costs for the 2400DSV, Microimager 30 or RW 1000 machines, including but not limited to, preventive maintenance, repair(s), service, replacement part(s), excluding image maintenance kits, supply items and consumables, during the term of this agreement.

Unit	Account	Annual cost
K#35021582	02-23-23-233015-23140000-024-500225	\$2,093.44
K# 35021583	02-23-23-233015-23120000-024-500225	\$2,093.44
K# 3545275		\$5,802.00 \$ 165.24 \$ 165.24
K# 3545276		\$5,802.00 \$ 165.24 \$ 165.24
K# 41465863		\$2,308.00 <u>\$1,372.68</u>
	02-23-23-233015-231900000-024-500225	\$15,945.64
5. Total Agreement Not To Exceed		\$20,132.52

Contractor Initials CMJ
Date 5-4-21

Kodak alaris

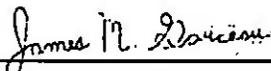
May 04, 2021

Certificate of Authority

I, James Garceau, Corporate Counsel of Kodak Alaris Inc. ("Alaris"), do hereby certify that Alaris has all necessary authority to enter agreements with the Department of Safety of the State of New Hampshire and the person named below has been duly appointed and authorized by the Board of Directors of Alaris as of April 16, 2021 to execute documents on behalf of Alaris and such authorization remains in full force and effect as the date hereof.

Christine M. Gage, Manager, Service Sales Operations

I further certify I am empowered to execute this Certification of Authority on behalf of the above-named organization.



James Garceau, Corporate Counsel

KODAK ALARIS INC.
338 INITIATIVE DRIVE • ROCHESTER, NY 14624

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that KODAK ALARIS INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on July 22, 2013. 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: 694826

Certificate Number : 0005095606



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of January A.D. 2021.

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

William M. Gardner
Secretary of State

Client#: 1716661

KODAKALA1

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/16/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 777 Canal View Blvd Rochester, NY 14623 585 736-5899	CONTACT NAME: Jamie Moreau PHONE (A/C, No, Ext): 585-736-5934 E-MAIL ADDRESS: jamie.moreau@usi.com	FAX (A/C, No): 585-736-5850
	INSURER(S) AFFORDING COVERAGE	
INSURED Kodak Alaris, Inc. 336 Initiative Dr. Rochester NY 14624	INSURER A: Great Northern Insurance Company	NAIC # 20303
	INSURER B: Federal Insurance Company	20281
	INSURER C: Hartford Ins Co of the Midwest	37478
	INSURER D: Liberty Mutual	23035
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 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	ADDITIONAL INSURER (Y/N)	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 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	36034411	09/01/2020	09/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	73616766	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (EA ACCIDENT) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	78184999	09/01/2020	09/01/2021	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
C	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	01WBZR2682	09/01/2020	09/01/2021	<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)
 Insurer D: Liberty Mutual NAIC 23035 XS Liability, Occur, Policy #ECO1960217052, \$25,000,000 excess of primary umbrella
 (See Attached Descriptions)

CERTIFICATE HOLDER Department of Safety 33 Hazen Drive Concord, NH 03305	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 
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