



# State of New Hampshire

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

74 mlc

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

August 23, 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 amend an existing contract (Contract #8002862) with Electronic Risks Consultants, Inc (VC#166758), Phillipsburg, NJ, for laboratory equipment maintenance and repair services, to remove equipment, add equipment and increase the contract price limitation by \$24,260.00 from \$1,343,933.20 to an amount up to and not to exceed \$1,368,193.20 effective upon Governor and Executive Council approval through June 30, 2024. The original contract (Contract #8002862) was approved by the commissioner of the Department of Administrative Services on April 23, 2021 and most recently amended on July 22, 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 (Contract #8002862) was approved by the commissioner of the Department of Administrative Services on April 23, 2021. It was then subsequently amended with the commissioner of the Department of Administrative Services approval on August 11, 2021, on January 24, 2022, and most recently on July 22, 2022.

The State of New Hampshire Department of Health and Human Services (DHHS) Public Health Labs requested a piece of lab equipment be removed and to add two pieces of equipment, while the Department of Safety Labs also requested one piece of equipment be added to this contract (Contract #8002862) for the fiscal year period 2024. The removal of laboratory equipment known as A (CHEM10 Carmen), the addition of laboratory equipment known as SH048 and LC1260 Infinity II System, as well as the addition of GC-Nexis 2030 for the life of the contract (Contract #8002862) adds an additional cost of \$24,260.00.

The SH048 is an Inductively Coupled Plasma-Mass Spectrometer-QQQ (ICP-MS-triple quad). It is used for determining metals in various matrices as part of the LRN-C (Laboratory Response Network-Chemical) requirements. This is utilized for emergency response, and chemical terrorism preparedness. LC 1260 Infinity is a High-Performance Liquid Chromatograph (HPLC) system. It is operated by the Principal DHHS Laboratory to analyze various herbicides in drinking water to support Drinking Water

regulations and emergency response capabilities. The GC-Nexis 2030 is a GC/MS (gas chromatograph/mass spectrometer) instrument used by the Department of Safety that is instrumental in the analysis of seized narcotics.

| Amendment Details                   |              |
|-------------------------------------|--------------|
| Removal of A(CHEM) Carmen           | (\$6,240.00) |
| Addition of SH048                   | \$15,500.00  |
| Addition of LC1260 Infinity II      | \$6,600.00   |
| Addition of GC Nexis 2030           | \$8,400.00   |
| Change affected by fourth amendment | \$24,260.00  |

| Contract financials                        |                |
|--|----------------|
| Original contract price limitation         | \$1,420,333.20 |
| Change affected by first amendment         | \$0            |
| Change affected by second amendment deduct | (\$54,504.00)  |
| Change affected by third amendment deduct  | (\$21,896.00)  |
| Add change affected by fourth amendment    | \$24,260.00    |
| Requested price limitation                 | \$1,368,193.20 |

Based on the foregoing, I am respectfully recommending approval of the amendment to the contract with Electronic Risks Consultants, Inc.

Respectfully submitted,



*FOL* Charles M. Arlinghaus  
Commissioner

**FOURTH AMENDMENT TO THE CONTRACT  
 BETWEEN ELECTRONIC RISKS CONSULTANTS, INC.  
 AND  
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
 FOR Lab Equipment Maintenance and Repair Services  
 CONTRACT # 8002862**

This Fourth Amendment (hereinafter referred to as the "Amendment"), dated this 28<sup>th</sup> day of July, 2023, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Electronic Risks Consultants, Inc. (hereinafter referred to as "the Contractor") for Lab Equipment Maintenance and Repair Services.

WHEREAS, pursuant to an agreement effective July 1, 2021 set to expire June 30, 2024, amended by the First Amendment on August 11, 2021, amended by the Second Amendment on January 24, 2022, and amended by the Third Amendment on July 22, 2022 (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Lab Equipment Maintenance and Repair Services 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 \$1,368,193.20

2. Amend Exhibit B, Payment Terms, to remove the following payment terms for the period July 1, 2021 through June 30, 2024:

| ITEM   | CONTRACT INFO                | SN         | FY 22      | FY 23      | FY 24                           |
|--|------------------------------|------------|------------|------------|---------------------------------|
| <b>PUBLIC HEALTH LABS (PHL)</b>  |                              |            |            |            |                                 |
| <b>SYS-GM-5973T/S-<br/>STAT-GCMS-623407<br/>99327 GCMS 5973<br/>TURBO SYSTEM</b> | <b>A (CHEM10<br/>Carmen)</b> |            | \$6,240.00 | \$6,240.00 | <b>Removed<br/>(\$6,240.00)</b> |
| 7683 Autosampler<br>tray module  |                              | US21414719 |            |            |                                 |
| 6890N Network GC<br>System   |                              | US10210077 |            |            |                                 |
| Ion Gauge<br>Controller  |                              | US60107402 |            |            |                                 |
| 7683 Autoinjector<br>module  |                              | CN20824120 |            |            |                                 |

|   |  |            |  |  |
|---|--|------------|--|--|
| 5973 Inert MSD<br>EI/PCI/NCI<br>Mainframe |  | US10482506 |  |  |
|---|--|------------|--|--|

3. Amend Exhibit B, Payment Terms, to add the following payment terms for the period July 1, 2021 through June 30, 2024:

| ITEM  | CONTRACT INFO                        | SN                              | FY 22 | FY 23 | FY 24                        |
|---|--------------------------------------|---------------------------------|-------|-------|------------------------------|
| <b>PUBLIC HEALTH LABS (PHL)</b>                 |                                      |                                 |       |       |                              |
| <b>ICP-MS AGILENT /<br/>\$348574<br/>GALAXY</b> | <b>SH048</b>                         |                                 |       |       | <b>Added<br/>\$15,500.00</b> |
| G3665A  |                                      | MDL# 8900 QQQ<br>S/N SG21304099 |       |       |                              |
| G8410A  |                                      | MDL# SPS 4 S/N<br>AU211011046   |       |       |                              |
| ROUGH PUMP                                      |                                      | MDL# MS40-S                     |       |       |                              |
| G8496-24000 -<br>RECIRCULATING<br>CHILLER       |                                      | S/N 2109-06170                  |       |       |                              |
| <b>HPLC 13 /<br/>SYS-LC-126011</b>              | <b>LC1260 Infinity II<br/>System</b> |                                 |       |       | <b>Added<br/>\$6,600</b>     |
| G7129A  |                                      | DEAEQ51059                      |       |       |                              |
| G7116A  |                                      | DEAEM10287                      |       |       |                              |
| G7111B  |                                      | DEAET03809                      |       |       |                              |
| G7117C  |                                      | DEAEK10755                      |       |       |                              |
| <b>DEPARTMENT OF SAFETY (DOS)</b>               |                                      |                                 |       |       |                              |
| <b>Shimadzu GC/MS<br/>QP2020 NX1</b>            | <b>GC-Nexis 2030</b>                 |                                 |       |       | <b>Added<br/>\$8,400.00</b>  |
| <b>(Drug Chem /<br/>Instrument Room)</b>        |                                      |                                 |       |       |                              |
| QP2020NX MS                                     |                                      | O21745650032                    |       |       |                              |
| AOC-20i Plus                                    |                                      | C12345602886SA                  |       |       |                              |
| Auto Injector                                   |                                      | C12345602886SA                  |       |       |                              |

4. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on April 23, 2021, amended by the First Amendment on August 11, 2021, amended by the Second Amendment on January 24, 2022, amended by the Third Amendment on July 22, 2022, and set to expire on June 30, 2024, shall remain in full force and effect.

Electronic Risks Consultants, Inc

By: \_\_\_\_\_

Stathis N. Zambas  
(Print Name)

Title: CFO

Date: July 28, 2023

STATE OF NEW HAMPSHIRE

By: Sheri L Rockburn

For Charles M. Arlinghaus  
(Print Name)

Title: Commissioner  
Department of Administrative Services

Date: 8/8/23

OFFICE OF THE ATTORNEY GENERAL

By: D A E

Duncan A. Edgar  
(Print Name)

Title: Attorney

Date: 8/14/23

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 ELECTRONIC RISKS CONSULTANTS, INC. is a New Jersey Profit Corporation registered to transact business in New Hampshire on January 16, 2007. 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: 570550

Certificate Number: 0006251348



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 22nd day of June A.D. 2023.

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

David M. Scanlan  
Secretary of State



CORPORATE HEADQUARTERS:  
1208 US Highway 22 East  
Suite 4  
Phillipsburg, NJ 08865  
Tel: (866) ERC-SAVE  
Fax: (866) ERC-FAX1  
Email: [bids@erc-corp.com](mailto:bids@erc-corp.com)

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**YOUR BUDGET PROTECTORS**

July 31, 2023

Corrine Tatro  
Department of Administrative Service  
Bureau of Purchase and Property  
25 Capitol St  
Concord, NH 03301

Dear Ms. Tatro

Electronic Risks Consultants, Inc., herein referred to as ERC, is in receipt of the State's amendment to contract # 8002862.

This letter is to certify that Mr. Stathis N. Zambas is authorized by ERC to represent the company in all matters relative to this contract. Stathis has ERC ownership's full permission to sign binding agreements, such as contract forms and amendments. Stathis can be reached at 908-823-0960, should you have any questions.

Thank you,

Avraam Zambas  
President / CEO  
Electronic Risks Consultants, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/3/2023

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

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

|   |   |                                      |
|---|---|--------------------------------------|
| <b>PRODUCER</b><br>Acisure LLC dba Eastern All Point<br>445 Godwin Avenue<br><br>Midland Park NJ 07432              | <b>CONTACT NAME:</b> Eileen Hnath<br><b>PHONE (A/C No. Ext):</b> (201) 445-0100<br><b>E-MAIL ADDRESS:</b> | <b>FAX (A/C No.):</b> (201) 445-8392 |
|   | <b>INSURER(S) AFFORDING COVERAGE</b>  |                                      |
| <b>INSURED</b><br>Electronic Risks Consultants Inc.<br>1208D US HIGHWAY 22 EAST<br>SUITE 4<br>PHILLIPSBURG NJ 08865 | <b>INSURER A:</b> Valley Forge Insurance Co <b>NAIC #</b> 20508   |                                      |
|   | <b>INSURER B:</b> Travelers Casualty Insurance Company of      19046                                      |                                      |
|   | <b>INSURER C:</b> Continental Casualty Ins. Co.      20443  |                                      |
|   | <b>INSURER D:</b> Charter Oak Fire Insurance Company (The      25615                                      |                                      |
|   | <b>INSURER E:</b> Chubb Custom Ins. Co.      38989  |                                      |
| <b>INSURER F:</b>   |   |                                      |

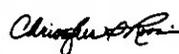
**COVERAGES**      **CERTIFICATE NUMBER:** 22-23 Revised Liab      **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR                                 | SUBR WVD     | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |              |
|----------|--|---|--------------|---------------|-------------------------|-------------------------|---|--------------|
| A        | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |   |              | 6021653660    | 9/15/2022               | 9/15/2023               | EACH OCCURRENCE   | \$ 2,000,000 |
|          |  | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |               |                         |                         |   |              |
|          |  | MED EXP (Any one person)                  | \$ 10,000    |               |                         |                         |   |              |
|          |  | PERSONAL & ADV INJURY                     | \$ 2,000,000 |               |                         |                         |   |              |
|          |  | GENERAL AGGREGATE                         | \$ 4,000,000 |               |                         |                         |   |              |
|          |  | PRODUCTS - COM/PROP AGG                   | \$ 4,000,000 |               |                         |                         |   |              |
|          |  | Employment Practices Liability Cov        | \$ 10,000    |               |                         |                         |   |              |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>  |   |              | BA2N646042    | 7/20/2023               | 7/20/2024               | COMBINED SINGLE LIMIT (Ea accident)   | \$ 1,000,000 |
|          |  | BODILY INJURY (Per person)                | \$           |               |                         |                         |   |              |
|          |  | BODILY INJURY (Per accident)              | \$           |               |                         |                         |   |              |
|          |  | PROPERTY DAMAGE (Per accident)            | \$           |               |                         |                         |   |              |
|          |  | Total Pollution Exclusion                 | \$           |               |                         |                         |   |              |
| C        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000   |   |              | 6021653674    | 9/15/2022               | 9/15/2023               | EACH OCCURRENCE   | \$ 3,000,000 |
|          |  | AGGREGATE                                 | \$ 3,000,000 |               |                         |                         |   |              |
|          |  |   | \$           |               |                         |                         |   |              |
| D        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |   | Y/N          | UB4B248790    | 7/20/2023               | 7/20/2024               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |              |
|          |  |   | N/A          |               |                         |                         | E.L. EACH ACCIDENT  | \$ 1,000,000 |
|          |  |   |              |               |                         |                         | E.L. DISEASE - EA EMPLOYEE  | \$ 1,000,000 |
| E        | <b>Technology E &amp; O and Cyber Liability</b>  |   |              | F15024471 003 | 8/23/2022               | 8/23/2023               | Each Claim  | \$ 1,000,000 |
|          |  |   |              |               |                         |                         | Aggregate   | \$ 1,000,000 |

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

**CERTIFICATE HOLDER****CANCELLATION**

|   |  |
|---|--|
| State of New Hampshire<br>Administrative Services<br>Bureau of Purchase and Property<br>25 Capitol St Room 125<br>Concord, NH 03301 | 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<br><br>Christopher Rossi/RQ                     |

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

DATE: July 13, 2022

CONTRACT FOR: Laboratory Equipment Maintenance and Repair Services

CONTRACT #: 8002862

COMMODITY/NIGP CODE: 938 0000

CONTRACTOR: Electronic Risks Consultants Inc. VENDOR CODE #: 166758

SUBMITTED FOR ACCEPTANCE BY:



cn=Erica Brisson,  
email=Erica.Brisson@das.n  
h.gov, c=US  
2022.07.13 11:54:49 -04'00'

\_\_\_\_\_  
PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Mathew T Stanton, o=Div  
Procurement Support Services, ou=Bureau of  
Purchase and Property,  
email=Mathew.T.Stanton@das.nh.gov, c=US  
Date: 2022.07.15 13:45:28 -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: 2022.07.19 14:35:12 -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 7/22/22

**THIRD AMENDMENT TO THE CONTRACT  
BETWEEN ELECTRONIC RISKS CONSULTANTS INC.  
AND**

**THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR LAB EQUIPMENT MAINTENANCE AND REPAIR SERVICES  
CONTRACT # 8002862**

This Third Amendment (hereinafter referred to as the "Amendment"), dated this 13 day of July, 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Electronic Risks Consultants Inc. (hereinafter referred to as "the Contractor") for Lab Equipment Maintenance and Repair Services.

WHEREAS, pursuant to an agreement effective July 1, 2021, amended by the First Amendment on August 11, 2021, amended by the Second Amendment on January 24, 2022, and set to expire June 30, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain lab equipment maintenance and repair services 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 \$1,343,933.20
2. Amend Exhibit B Payment & Pricing; remove the following payment terms for the period July 1, 2022 through June 30, 2024:

| PUBLIC HEALTH LAB (PHL)  |               |            |            |            |
|--|---------------|------------|------------|------------|
| ITEM   | CONTRACT INFO | SN         | FY23       | FY24       |
| Agilent LCMS Single Quad System (IMS3-13087): SYS-LM-QUAD/S-STAT-LCMS-623407 58951 | M(CHEM6)      |            | \$5,500.00 | \$5,500.00 |
| 1200 Diode-array Detector  |               | DE23917663 |            |            |
| 1100 Autosampler   |               | DE23921058 |            |            |
| 1200 Series Binary Pump  |               | DE23912372 |            |            |
| 1260 Thermostatted Column Compartment  |               | DE23930997 |            |            |
| 1100 Micro Vacuum Degasser   |               | JP13206475 |            |            |

| DEPARTMENT OF SAFETY (DOS) |  |    |            |            |
|----------------------------|--|----|------------|------------|
| ITEM                       | CONTRACT INFO                          | SN | FY23       | FY24       |
|                            | Shimadzu QP2010 Plus GC/MS (Drug Chem) |    | \$5,448.00 | \$5,448.00 |

Contractor Initials:   
Date: 7/13/22

|               |  |                |  |  |
|---------------|--|----------------|--|--|
| GCMS          |  | C70504550061   |  |  |
| Auto Injector |  | C11314711701SA |  |  |
| Autosampler   |  | C1111153802087 |  |  |

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on April 23, 2021, amended by the First Amendment on August 11, 2021, amended by the Second amendment on January 24, 2022 and set to expire on June 30, 2024. This contract shall remain in full force and effect.

Contractor Initials:   
Date: 7/13/22

**ELECTRONIC RISKS CONSULANTS INC.**

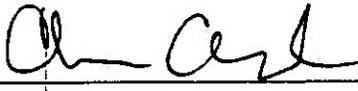
By: 

Stathis N. Zambas  
(Print Name)

Title: CFO

Date: 7-13-22

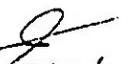
**STATE OF NEW HAMPSHIRE**

By: 

Charles M. Arlinghaus  
(Print Name)

Title: Commissioner,  
Department of Administrative Services

Date: 7-22-22

Contractor Initials:   
Date: 7/13/22



CORPORATE HEADQUARTERS:  
1208 US Highway 22 East  
Suite 4  
Phillipsburg, NJ 08865  
Tel: (866) ERC-SAVE  
Fax: (866) ERC-FAX1  
Email: [bids@erc.com](mailto:bids@erc.com)

---

**YOUR BUDGET PROTECTORS**

July 12, 2022  
Erica Brisson  
Department of Administrative Service  
Bureau of Purchase and Property  
25 Capitol St  
Concord, NH 03301

Dear Ms. Brisson:

Electronic Risks Consultants, Inc., herein referred to as ERC, is in receipt of the State's amendment to contract # 8002862.

This letter is to certify that Mr. Stathis N. Zambas is authorized by ERC to represent the company in all matters relative to this contract. Stathis has ERC ownership's full permission to sign binding agreements, such as contract forms and amendments. Stathis can be reached at 908-823-0960, should you have any questions.

Thank you,

Avraam Zambas  
President / CEO  
Electronic Risks Consultants, Inc.

## Business Information

### Business Details

|                                       |   |                                 |   |
|---------------------------------------|---|---------------------------------|---|
| Business Name:                        | ELECTRONIC RISKS<br>CONSULTANTS, INC.                             | Business ID:                    | 570550  |
| Business Type:                        | Foreign Profit Corporation  | Business Status:                | Good Standing   |
| Business Creation Date:               | 01/16/2007  | Name in State of Incorporation: | ELECTRONIC RISKS<br>CONSULTANTS, INC.                             |
| Date of Formation in Jurisdiction:    | 01/16/2007  |                                 |   |
| Principal Office Address:             | 1208 US Highway 22 East, Suite 4,<br>Phillipsburg, NJ, 08865, USA | Mailing Address:                | 1208 US Highway 22 East, Suite 4,<br>Phillipsburg, NJ, 08865, USA |
| Citizenship / State of Incorporation: | Foreign/New Jersey  |                                 |   |
|                                       |   | Last Annual Report Year:        | 2022  |
|                                       |   | Next Report Year:               | 2023  |
| Duration:                             | Perpetual   |                                 |   |
| Business Email:                       | ercbids@erc-corp.com  | Phone #:                        | 908-823-0960  |
| Notification Email:                   | enzambas@erc-corp.com   | Fiscal Year End Date:           | NONE  |

### Principal Purpose

| S.No | NAICS Code                          | NAICS Subcode |
|------|-------------------------------------|---------------|
| 1    | OTHER / The service of commodities. |               |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/29/2021

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 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).

|   |  |   |  |
|---|--|---|--|
| <b>PRODUCER</b><br>Eastern Insurers LLC<br>445 Godwin Avenue<br>Midland Park NJ 07432                     |  | <b>CONTACT NAME:</b> Cindy Loth<br><b>PHONE (A/C No Ext):</b> (201) 445-0100<br><b>FAX (A/C No):</b> (201) 445-0392<br><b>E-MAIL ADDRESS:</b>   |  |
| <b>INSURED</b><br>Electronic Risks Consultants Inc.<br>1208 D US Highway 22 East<br>Phillipsburg NJ 08865 |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Valley Forge Insurance Co 20508<br><b>INSURER B:</b> Travelers Casualty Insurance Company of 19046<br><b>INSURER C:</b> Continental Casualty Ins. Co. 20443<br><b>INSURER D:</b> Charter Oak Fire Insurance Company (T 25515<br><b>INSURER E:</b> Westchester Surplus Lines Ins. Co |  |

COVERAGES CERTIFICATE NUMBER: 2021-2022 Updated \* REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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  | AGG'L | SUBR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-------|------|---------------|-------------------------|-------------------------|--|
| A        | COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |       |      | 6021653660    | 9/15/2021               | 9/15/2022               | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>AIED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000<br>Employment Practices Liability Cov \$ 10,000 |
| B        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS |       |      | BA2N546042    | 7/20/2021               | 7/20/2022               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                          |       |      | 602163674     | 9/15/2021               | 9/15/2022               | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000   |
| D        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br><input type="checkbox"/> YES, describe under DESCRIPTION OF OPERATIONS below <input checked="" type="checkbox"/> N/A             |       |      | US4H249790    | 7/20/2021               | 7/20/2022               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE POLICY LIMIT \$ 1,000,000   |
| E        | Technology Errors & Omissions<br>\$2500 Deductible   |       |      | F15024471003  | 8/23/2021               | 8/23/2022               | Technology Errors & Omissions 1,000,000<br>Technology EAO Aggregate 1,000,000  |

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

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br>State of New Hampshire<br>Administrative Services<br>Bureau of Purchase and Property<br>25 Capitol St Room 125<br>Concord, NH 03301 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br>C Rossi/CLCS |
|--|--|

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

DATE: January 19, 2022

CONTRACT FOR: Laboratory Equipment Maintenance and Repair Services

CONTRACT #: 8002862

COMMODITY/NIGP CODE: 938 0000

CONTRACTOR: Electronic Risks Consultants Inc. VENDOR CODE #: 166758

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  
Date: 2022.01.19 16:11:16 -05'00'

\_\_\_\_\_  
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: 2022.01.20 14:11:54 -05'00'

\_\_\_\_\_  
PURCHASING MANAGER/ADMINISTRATOR  
BUREAU OF PURCHASE AND PROPERTY

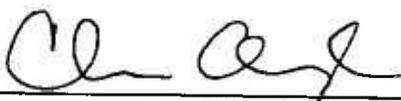
APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta,  
o=Department of Administrative  
Services, ou=Divison of  
Procurement Support Services,  
email=Gary.S.Lunetta@das.nh.go  
v, c=US  
Date: 2022.01.21 08:55:42 -05'00'

\_\_\_\_\_  
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-:14, XII.



\_\_\_\_\_  
CHARLES M. ARLINGHAUS, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 1-24-22

**SECOND AMENDMENT TO THE CONTRACT  
 BETWEEN ELECTRONIC RISKS CONSULTANTS INC.  
 AND  
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
 FOR LAB EQUIPMENT MAINTENANCE AND REPAIR SERVICES  
 CONTRACT # 8002862**

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 30 day of December, 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Electronic Risks Consultants Inc. (hereinafter referred to as "the Contractor") for Lab Equipment Maintenance and Repair Services.

WHEREAS, pursuant to an agreement effective July 1, 2021, amended by the First Amendment on August 11, 2021 and set to expire June 30, 2024 (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain lab equipment maintenance and repair services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 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 \$1,365,829.20
2. Amend Exhibit B Payment & Pricing; add the following payment terms for the period January 1, 2022 through June 30, 2024:

| DEPARTMENT OF SAFETY (DOS) |               |            |            |            |            |
|----------------------------|---------------|------------|------------|------------|------------|
| ITEM                       | CONTRACT INFO | SN         | FY22       | FY23       | FY24       |
| Agilent Cary 60 UV/Vis     |               | MY2-509244 | \$4,008.00 | \$4,008.00 | \$4,008.00 |

Amend Exhibit B Payment & Pricing; remove the following equipment and pricing for the period of Through June 30, 2024:

| DEPARTMENT OF SAFETY (DOS) |                          |            |             |             |             |
|----------------------------|--------------------------|------------|-------------|-------------|-------------|
| ITEM                       | CONTRACT INFO            | SN         | FY22        | FY23        | FY24        |
|                            | LC TOF 6230 (ITOF-40001) |            |             |             |             |
| TOF                        |                          | SG14340001 |             |             |             |
| Degasser                   |                          | JPAAA04455 |             |             |             |
| Binary Pump                |                          | DEACB07294 |             |             |             |
| Column Comp                |                          | DEACN30733 | \$22,176.00 | \$22,176.00 | \$22,176.00 |
| Autosampler                |                          | DEACO04902 |             |             |             |

Contractor Initials:   
 Date: 12/30/21

|                           |  |             |  |  |  |
|---------------------------|--|-------------|--|--|--|
| ISO Pump                  |  | DEAB903481  |  |  |  |
| MCP<br>Detector/Insulator |  | G1969/G1958 |  |  |  |

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on April 23, 2021, amended by the First Amendment on August 11, 2021 and expires on June 30, 2024. This contract shall remain in full force and effect.

Contractor Initials:   
Date: 12/30/21

**ELECTRONIC RISKS CONSULTANTS INC.**

By: 

Stathis N. Zambas  
(Print Name)

Title: Chief Financial Officer

Date: 12/30/2021

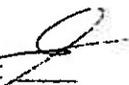
**STATE OF NEW HAMPSHIRE**

By: 

Charles M. Arlinghaus  
(Print Name)

Title: Commissioner,  
Department of Administrative Services

Date: 1-24-12

Contractor Initials:   
Date: 12/30/21



CORPORATE HEADQUARTERS:  
1208 US Highway 22 East  
Suite 4  
Phillipsburg, NJ 08865  
Tel: (866) ERC-SAVE  
Fax: (866) ERC-FAX1  
Email: [bids@erc-corp.com](mailto:bids@erc-corp.com)

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**YOUR BUDGET PROTECTORS**

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December 29, 2021  
Erica Brisson  
Department of Administrative Service  
Bureau of Purchase and Property  
25 Capitol St  
Concord, NH 03301

Dear Ms. Brisson:

Electronic Risks Consultants, Inc., herein referred to as ERC, is in receipt of the State's amendment to contract # 8002862.

This letter is to certify that Mr. Stathis N. Zambas is authorized by ERC to represent the company in all matters relative to this contract. Stathis has ERC ownership's full permission to sign binding agreements, such as contract forms and amendments. Stathis can be reached at 908-823-0960, should you have any questions.

Thank you,

Avraam Zambas  
President / CEO  
Electronic Risks Consultants, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/29/2021

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 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).

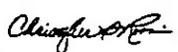
|   |  |                     |
|---|--|---------------------|
| <b>PRODUCER</b><br>Eastern Insurors LLC<br>445 Godwin Avenue<br><br>Midland Park NJ 07432                     | <b>CONTACT NAME:</b> Cindy Loth<br><b>PHONE (A/C, No, Ext):</b> (201) 445-0100<br><b>FAX (A/C, No):</b> (201) 445-0392 |                     |
|   | <b>E-MAIL ADDRESS:</b><br><br>   |                     |
| <b>INSURED</b><br>Electronic Risks Consultants Inc.<br>1208 D US Highway 22 East<br><br>Phillipsburg NJ 08865 | <b>INSURER(S) AFFORDING COVERAGE</b>   |                     |
|   | <b>INSURER A:</b> Valley Forge Insurance Co  | <b>NAIC #</b> 20508 |
|   | <b>INSURER B:</b> Travelers Casualty Insurance Company of  | <b>NAIC #</b> 19046 |
|   | <b>INSURER C:</b> Continental Casualty Ins. Co.  | <b>NAIC #</b> 20443 |
|   | <b>INSURER D:</b> Charter Oak Fire Insurance Company (T)   | <b>NAIC #</b> 25615 |
| <b>INSURER E:</b> Westchester Surplus Lines Ins. Co   |  |                     |
| <b>INSURER F:</b>   |  |                     |

**COVERAGES**      **CERTIFICATE NUMBER:** 2021-2022 Updated \*      **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        | COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | 6021653660    | 9/15/2021               | 9/15/2022               | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000<br>Employment Practices Liability Cov \$ 10,000 |
| B        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS     |           |          | BA2N645042    | 7/20/2021               | 7/20/2022               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000     |           |          | 602163674     | 9/15/2021               | 9/15/2022               | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000<br>\$  |
| D        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | N/A      | UB4H248790    | 7/20/2021               | 7/20/2022               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |
| E        | Technology Errors & Omissio<br>\$2500 Deductible   |           |          | F15024471003  | 8/23/2021               | 8/23/2022               | Technology Errors & Omissions 1,000,000<br>Technology E&O Aggregate 1,000,000   |

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

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br><br>State of New Hampshire<br>Administrative Services<br>Bureau of Purchase and Property<br>25 Capitol St Room 125<br>Concord, NH 03301 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | <b>AUTHORIZED REPRESENTATIVE</b><br><br>C Rossi/CLCS   |

# 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 ELECTRONIC RISKS CONSULTANTS, INC. is a New Jersey Profit Corporation registered to transact business in New Hampshire on January 16, 2007. 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: 570550

Certificate Number: 0005351874



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 19th day of April A.D. 2021.

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

William M. Gardner  
Secretary of State

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

DATE: August 9, 2021

CONTRACT FOR: Lab Equipment Maintenance and Repair Services

CONTRACT #: 8002862

COMMODITY/NIGP CODE: 938-0000

CONTRACTOR: Electronic Risks Consultants, Inc. VENDOR CODE #: 166758

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  
Date: 2021.08.09 10:28:33 -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: 2021.08.09 16:06:55 -04'00'

PURCHASING MANAGER/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.go  
v, c=US  
Date: 2021.08.10 10:56:05 -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 Aug 11, 2021

**FIRST AMENDMENT TO THE CONTRACT  
BETWEEN ELECTRONIC RISKS CONSULTANTS INC.  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR LAB EQUIPMENT MAINTENANCE AND REPAIR SERVICES  
CONTRACT # 8002862**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 30 day of July, 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Electronic Risks Consultants Inc. (hereinafter referred to as "The Contractor") for Lab Equipment Maintenance and Repair Services.

WHEREAS, pursuant to an agreement effective July 1, 2021 set to expire June 30, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain lab equipment maintenance and repair services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 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. Amend Exhibit B Scope of Services; # 11 to read as follows:

One (1) Preventative Maintenance (PM) visit performed by a Field Service Engineer per year. This Preventative Maintenance visit shall occur within 30 days after initiated by the agency, which may be combined with a repair visit, and shall include:

- a. The performance of all maintenance functions as noted in the owner's manual and recommended by the manufacturer; and as per the instrument manufacturer Preventative maintenance Checklist, if one exists
  - b. Testing to assure the equipment is functioning according to factory acceptable standards.
  - c. Labor, parts (including consumable parts required for the PM), travel expenses and telephone assistance costs.
  - d. The provision at no extra cost of all manufacturer-recommended annual replacement consumables/parts.
2. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on March 23, 2021, shall remain in full force and effect.

**ELECTRONIC RISKS CONSULTANTS INC.**

By: \_\_\_\_\_

Stathis N. Zambas

(Print Name)

Title: CFO

Date: 7/30/2021

**STATE OF NEW HAMPSHIRE**

By: \_\_\_\_\_

Joseph Boucthard  
JOSEPH BOUCTHARD  
Charter M. Administrator

(Print Name)

Title: Assistant  
Commissioner  
Department of Administrative Services

Date: Aug. 11, 2021

Contractor Initials: \_\_\_\_\_

Date: 7/30/21



CORPORATE HEADQUARTERS:  
1208 US Highway 22 East  
Suite 4  
Phillipsburg, NJ 08865  
Tel: (866) ERC-SAVE  
Fax: (866) ERC-FAX1  
Email: [bids@erc-corp.com](mailto:bids@erc-corp.com)

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**YOUR BUDGET PROTECTORS**

July 28, 2021  
Erica Brisson  
Department of Administrative Service  
Bureau of Purchase and Property  
25 Capitol St  
Concord, NH 03301

Dear Ms. Brisson:

Electronic Risks Consultants, Inc., herein referred to as ERC, is in receipt of the State's amendment to contract # 8002862.

This letter is to certify that Mr. Stathis N. Zambas is authorized by ERC to represent the company in all matters relative to this contract. Stathis has ERC ownership's full permission to sign binding agreements, such as contract forms and amendments. Stathis can be reached at 908-823-0960, should you have any questions.

Thank you,

Avraam Zambas  
President / CEO  
Electronic Risks Consultants, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/19/2021

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 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<br>Eastern Insurers LLC<br>445 Godwin Avenue<br>Midland Park NJ 07432 | CONTACT NAME: Linda VanDeVeen-Hiyari<br>PHONE (A/C, No. Ext.): (201) 445-0100<br>FAX (A/C, No.): (201) 445-9392<br>E-MAIL ADDRESS:<br>INSURER(S) AFFORDING COVERAGE<br>INSURER A: Valley Forge Insurance Co 20508<br>INSURER B: Travelers Casualty Insurance Company of 19046<br>INSURER C: Continental Casualty Ins. Co. 20443<br>INSURER D: Charter Oak Fire Insurance Company (T) 25615<br>INSURER E: Westchester Surplus Lines Ins. Co<br>INSURER F: |
|--|--|

COVERAGES CERTIFICATE NUMBER: 2020-2021 Updated REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A        | COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC<br>OTHER:   |           |          | 6021653660    | 9/15/2020               | 9/15/2021               | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMPROP AGG \$ 4,000,000<br>Employment Practices Liability Cov \$ 10,000 |
| B        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS |           |          | BA2N646042    | 7/20/2020               | 7/20/2021               | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                |           |          | 6021653660    | 9/15/2020               | 9/15/2021               | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000<br>\$   |
| D        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N       | N/A      | UB4H248790    | 7/20/2020               | 7/20/2021               | <input checked="" type="checkbox"/> PEP STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |
| E        | Technology Errors & Omission<br>\$2500 Deductible  |           |          | F15024471001  | 8/23/2020               | 8/23/2021               | Technology Errors & Omissions 1,000,000<br>Technology E&O Aggregate 1,000,000  |

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

|   |   |
|---|---|
| CERTIFICATE HOLDER<br>State of New Hampshire<br>Administrative Services<br>Bureau of Purchase and Property<br>25 Capitol St Room 125<br>Concord, NH 03301 | CANCELLATION<br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br>C Rossi/CLCS |
|---|---|

# 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 ELECTRONIC RISKS CONSULTANTS, INC. is a New Jersey Profit Corporation registered to transact business in New Hampshire on January 16, 2007. 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: 570550

Certificate Number: 0005351874



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 19th day of April A.D. 2021.

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

William M. Gardner  
Secretary of State

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

DATE: 04/20/2021

CONTRACT FOR: Lab Equipment Maintenance & Repair Services

CONTRACT #: 8002862

NIGP CODE: 938-0000

CONTRACTOR: Electronic Risks Consultants, Inc. VENDOR CODE #: 166758

SUBMITTED FOR ACCEPTANCE BY:

**Erica Brisson** Digitally signed by Erica Brisson  
Date: 2021.04.20 15:46:24 -04'00'

PURCHASING AGENT

BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

**Paul A. Rhodes** Digitally signed by Paul A.  
Rhodes  
Date: 2021.04.22 09:26:56 -04'00'

PURCHASING MANAGER/ADMINISTRATOR

BUREAU OF PURCHASE AND PROPERTY

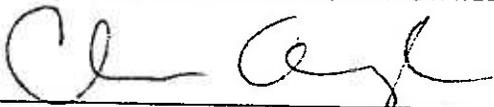
APPROVED FOR ACCEPTANCE BY:

**Gary S Lunetta** Digitally signed by Gary S Lunetta  
DN: cn=Gary S Lunetta, o=Department of Administrative  
Serv, ou=Division of Procurement & Support Serv,  
email=Gary.Lunetta@state.nh.gov, c=US  
Date: 2021.04.23 10:15:31 -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

4/23/21

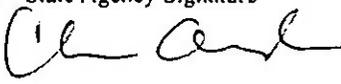
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|   |                                      |   |   |
|---|--------------------------------------|---|---|
| <b>1.1 State Agency Name</b><br>Department of Administrative Services<br>Bureau of Purchase and Property                                |                                      | <b>1.2 State Agency Address</b><br>25 Capitol Street, Room 102<br>Concord, NH 03301         |   |
| <b>1.3 Contractor Name</b><br>Electronic Risks Consultants, Inc.  |                                      | <b>1.4 Contractor Address</b><br>1208 US Highway 22 East, Suite 4<br>Phillipsburg, NJ 08865 |   |
| <b>1.5 Contractor Phone Number</b><br>888-372-0555  | <b>1.6 Account Number</b><br>VARIOUS | <b>1.7 Completion Date</b><br>June 30, 2024   | <b>1.8 Price Limitation</b><br>\$1,420,333.20 |
| <b>1.9 Contracting Officer for State Agency</b><br>Erica Brisson  |                                      | <b>1.10 State Agency Telephone Number</b><br>603-271-7272                                   |   |
| <b>1.11 Contractor Signature</b><br> Date: 4-19-21     |                                      | <b>1.12 Name and Title of Contractor Signatory</b><br>Stathis N. Zambas, CFO                |   |
| <b>1.13 State Agency Signature</b><br> Date: 4/23/21 |                                      | <b>1.14 Name and Title of State Agency Signatory</b><br>Charles M. Arlinghaus, Commissioner |   |
| <b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b><br>By: _____ Director, On: _____   |                                      |   |   |
| <b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b><br>By: _____ On: _____                     |                                      |   |   |
| <b>1.17 Approval by the Governor and Executive Council (if applicable)</b><br>G&C Item number: _____ G&C Meeting Date: _____            |                                      |   |   |

Contractor Initials:   
 Date: 4-19-21

**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-e 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 of this contract.

Contractor Initials                       
Date 4-19-21

**EXHIBIT B  
SCOPE OF SERVICES**

**1. INTRODUCTION**

Electronic Risks Consultants, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Lab Equipment Maintenance and Repair Services in accordance with the bid submission in response to State Request for Bid #2405-21 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 2405-21

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 2405-21"

**3. TERM OF CONTRACT**

This contract shall commence on July 1, 2021 or upon execution by the Commissioner of Administrative Services, whichever is later, and shall continue thereafter for a period of approximately three (3) 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, permits as necessary, and required to perform services as described herein

**Agilent, Shimadzu, Sciex Instruments:**

The Contractor shall cover the following services of laboratory equipment/instrumentation currently manufactured by Agilent/Shimadzu/Sciex

The Contractor shall provide:

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

2. Service to include unlimited toll-free telephone support to isolate and resolve hardware and software problems, service center repair, and on-site hardware troubleshooting and repair within 48 hours of initial contact by agency personal. Unlimited emergency on-site repair services within *forty-eight (48)* hours from the time it is determined that on-site repairs are needed. All labor, travel costs and telephone assistance costs, and original equipment manufacturer (OEM) service parts, including consumable parts required for repair are included and are the sole responsibility of the Contractor.
3. Emergency repairs which shall occur between the hours of 8:30 AM and 5:00 PM, Monday through Friday.
4. Telephone responses within four (4) hours of the initial call for service.
5. Timeliness of access to OEM parts that are determined necessary for repairs. Any replacement parts shall be previously unused. The use of Factory refurbished or original Contractor refurbished parts may be used in certain cases with State approval. Repair of an instrument shall not be delayed by more than *forty-eight (48)* hours for reasons pertaining to accessibility to and arrival of any parts.
6. Completion of repair within five (5) business days. If unable to do so, the Contractor shall escalate the repair to an OEM engineer or subcontractor to complete the repair or shall offer explanation to and obtain permission from the State to continue working on the repair themselves.
7. Arrive on-site with OEM parts that will most likely be required to complete the instrument repair based on description of issue and/or telephonic or online troubleshooting.
8. Original Equipment Manufacturer (OEM) recommended non-billable software, hardware and documentation for updates and new releases, to include training (not required for equipment deemed "End of Life" by OEM) to be installed by the Contractor.
9. Immediate notification of all recommended critical software issues and patches.
10. Software updates from the original manufacturer will be made available and provided as part of this contract.
11. One (1) Preventative Maintenance (PM) visit performed by Field Service Engineer per year. This Preventative Maintenance visit shall occur at a mutually agreeable time, which may be combined with a repair visit, and shall include:
  - a. The performance of all maintenance functions as noted in the owner's manual and recommended by the manufacturer; and as per the instrument manufacturer Preventative Maintenance Checklist, if one exists
  - b. Testing to assure the equipment is functioning according to factory acceptable standards.
  - c. Labor, parts (including consumable parts required for the PM), travel expenses and telephone assistance costs.
  - d. The provision at no extra cost of all manufacturer-recommended annual replacement consumables/parts.

NH Public Health Lab (PHL):

All services on SYS-IM-7700/S-STAT-IM-105737-25499 (FERN\Anya), if not the original instrument manufacturer, must provide ISO 9001 certified level of service upon request by the State.

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. No premium charges will be paid for any off-hour work.

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 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 #2405-21, 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/\(\\$!q0lzcV55qhaeas45jpya5i45\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/($!q0lzcV55qhaeas45jpya5i45)/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.

**EXHIBIT C  
METHOD OF PAYMENT**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide Lab Equipment 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 \$1,420,333.20; 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**

FY 22: July 1, 2021 through June 30, 2022

FY 23: July 1, 2022 through June 30, 2023

FY 24: July 1, 2023 through June 30, 2024

| ITEM   | CONTRACT INFO              | SN         | FY 22       | FY 23       | FY 24       |
|--|----------------------------|------------|-------------|-------------|-------------|
| <b>PUBLIC HEALTH LABS (PHL)</b>  |                            |            |             |             |             |
| Agilent ICPMS 7700 System (ICPMS-10200): SYS-IM-7700/S-STAT-ICPMS-423035 79733 | O ICPMS-10200              |            | \$10,080.00 | \$10,080.00 | \$10,080.00 |
| ASX-500 Series Autosampler   |                            | 11054A520  |             |             |             |
| Heat Exchanger   |                            | 109B00256  |             |             |             |
| Agilent 7700x ICP-MS   |                            | JP10010200 |             |             |             |
| SYS-GM-5973T/S-STAT-GCMS-623407 99327 GCMS 5973 TURBO SYSTEM                   | A (CHEM10 Carmen)          |            |             |             |             |
| 7683 Autosampler Tray module   |                            | US21414719 |             |             |             |
| 6890N Network GC System  |                            | US10210077 | \$6,240.00  | \$6,240.00  | \$6,240.00  |
| Ion Gauge Controller   |                            | US60107402 |             |             |             |
| 7683 Autoinjector module   |                            | CN20824120 |             |             |             |
| 5973 Inert MSD EI/PCI/NCI Mainframe  |                            | US10482506 |             |             |             |
| Agilent GC 6890 System (IGC-04223): SYS-GC-6890/S-                             | H (CHEM2 GC/ECD) IGC-04223 |            | \$2,400.00  | \$2,400.00  | \$2,400.00  |

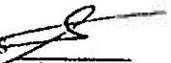
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|--|--------------------------------------|------------|-------------|-------------|-------------|
| <b>STAT-GC-623407<br/>25873</b>  |                                      |            |             |             |             |
| 7683 Autosampler<br>tray module  |                                      | CN60338206 |             |             |             |
| 6890N Network GC<br>System   |                                      | CN10606077 |             |             |             |
| 7683B Autoinjector<br>Module   |                                      | CN60230656 |             |             |             |
| <b>Agilent LCMS Single<br/>Quad System (IMS3-<br/>13087): SYS-LM-<br/>QUAD/S-STAT-LCMS-<br/>623407 58951</b> | <b>M(CHEM6)</b>                      |            |             |             |             |
| 1200 Diode-array<br>Detector   |                                      | DE23917663 | \$5,500.00  | \$5,500.00  | \$5,500.00  |
| 1100 Autosampler   |                                      | DE23921058 |             |             |             |
| 1200 Series Binary<br>Pump   |                                      | DE23912372 |             |             |             |
| 1260 Thermostatted<br>Column<br>Compartment  |                                      | DE23930997 |             |             |             |
| 1100 Micro Vacuum<br>Degasser  |                                      | JP13206475 |             |             |             |
| <b>Agilent 5975<br/>Diffusion System<br/>(GCMS-12569): SYS-<br/>GM-5975D/S-STAT-<br/>GCMS-466462 46961</b>   | <b>N(CHEM7-525)</b>                  |            |             |             |             |
| Agilent 7890A Series<br>GC Custom  |                                      | CN10916010 | \$4,200.00  | \$4,200.00  | \$4,200.00  |
| 5975C VL inert MSD<br>EI Diffusion Pump  |                                      | US92012569 |             |             |             |
| 7693A Autoinjector   |                                      | CN91300498 |             |             |             |
| 7693A Tray, 150 Vial   |                                      | CN91100082 |             |             |             |
| Ion Gauge<br>Controller for use w/<br>5975 MSD   |                                      | G31A7565   |             |             |             |
| <b>SYS-LM-QQQ/S-<br/>STAT-LCMS-2-15950</b>   | <b>LCMSD -<br/>67205/Javler (G3)</b> |            |             |             |             |
| 1290 Thermostatted<br>Column<br>Compartment  |                                      | DEBAC03750 | \$16,008.00 | \$16,008.00 | \$16,008.00 |
| 1290 Thermostat  |                                      | DEBAK08201 |             |             |             |
| LC/MS Triple<br>Quadrupole HS<br>System  |                                      | SG12167205 |             |             |             |

|  |                                 |             |             |             |             |
|--|---------------------------------|-------------|-------------|-------------|-------------|
| 1260 Infinity High Performance Degasser                            |                                 | JPAAA006531 |             |             |             |
| 1260 Binary Pump   |                                 | DEACB03580  |             |             |             |
| 1260 High Performance Autosampler                                  |                                 | DEACO02345  |             |             |             |
| Capillary  |                                 |             |             |             |             |
| Pfiffer Split Turbo  |                                 | SG12167205  |             |             |             |
| <b>SYS-LM-QQQ /S-STAT-LCMS-105737-38430</b>                        | <b>LCMSD-07105 (r1) (CHEM8)</b> |             |             |             |             |
| 1260 Infinity High Performance Degasser                            |                                 | JPAAA02361  |             |             |             |
| 1260 Binary Pump   |                                 | DEACB05272  |             |             |             |
| 6430 Triple Quadrupole LC/MS system                                |                                 | SG13107105  | \$16,008.00 | \$16,008.00 | \$16,008.00 |
| LC/MS API Electrospray Source                                      |                                 | SG13099050  |             |             |             |
| 1290 Thermostatted Column Compartment                              |                                 | DEBAC06095  |             |             |             |
| 1260 High Performance Autosampler                                  |                                 | DEACO03401  |             |             |             |
| <b>SYS-GM-5973T/S-STAT-GCMS-10537-78471 GCMS 5973 TURBO SYSTEM</b> | <b>C (Alicia)</b>               |             |             |             |             |
| Ion Gauge Controller   |                                 | US60112191  |             |             |             |
| 7683B Autoinjector Module  |                                 | CN53627492  |             |             |             |
| 5973 Inert MSD EI/PCI/NCI Mainframe                                |                                 | US52430899  | \$11,244.00 | \$11,244.00 | \$11,244.00 |
| 6890N Network GC System Custom                                     | <b>GC/MS Alicia</b>             | US10538020  |             |             |             |
| Gerstel Multipurpose Sampler MPS2 Twister                          |                                 | US52430899  |             |             |             |
| Rail:  |                                 | 1210904     |             |             |             |
|  |                                 | 1210925     |             |             |             |
| Arms   |                                 | 11789       |             |             |             |
|  |                                 | 11762       |             |             |             |

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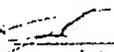
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| Controller   |   | 119460      |             |             |             |
| Agitator   |   | 10272       |             |             |             |
| Peltier Thermostat   |   | 61010-1     |             |             |             |
| PAL (2)  |   | MB01-00A    |             |             |             |
| Tray cooler  |   | 562         |             |             |             |
| <b>SYS-GM-5975T/S-<br/>STAT-GCMS-294891<br/>30828 GCMS 5975<br/>TURBO SYSTEM</b> | <b>GC/MS Camilo</b>                             |             |             |             |             |
| Agilent 7890A Series<br>GC Custom  |   | CN11211030  |             |             |             |
| 5975C inert XL MSD<br>Perf Turbo EI Mnfr.  |   | US11213723  |             |             |             |
| Ion Gauge<br>Controller for use w/<br>5975 MSD                                   |   | G3181935    |             |             |             |
| Gerstel MPS<br>Multipurpose<br>sampler   |   | US11213723  | \$10,308.00 | \$10,308.00 | \$10,308.00 |
| Rail:  | GC/MS Camilo                                    | 219229      |             |             |             |
|  |   | 380070      |             |             |             |
| Arms   |   | 783         |             |             |             |
|  |   | 782         |             |             |             |
| Controller   |   | 07411-01323 |             |             |             |
| Agitator   |   | 13151       |             |             |             |
| Peltier Thermostat   |   | 610101      |             |             |             |
| PAL (2)  |   | 218613      |             |             |             |
| Tray cooler  |   | 846         |             |             |             |
| <b>LC 1260 System</b>  | <b>SYS-LC-<br/>1260(CHEM9<br/>Glyphosate)</b>   |             |             |             |             |
| 1260 Quaternary<br>Pump  |   | DEAB709901  | \$3,600.00  | \$3,600.00  | \$3,600.00  |
| 1260 Infinity Fluoresc.<br>Detector Spectra                                      |   | DEABW04874  |             |             |             |
| 1260 Standard<br>Autosampler   |   | DEAAC24378  |             |             |             |
| <b>GCMS 5977 Turbo<br/>System Adv Funct</b>                                      | <b>SYS-GM-5977T-X<br/>(CHEM3 VOA-<br/>8260)</b> |             |             |             |             |
| Ion Gauge<br>Controller kit for 5977   |   | CLEQ        | \$7,800.00  | \$7,800.00  | \$7,800.00  |
| Agilent 7890B Series<br>GC Custom  |   | CN15043108  |             |             |             |
| 5977A Inert MSD EI<br>Turbo Pump   |   | US519L413   |             |             |             |

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| Stratum PTC Sample Concentrator        |  | US14344007     |             |             |             |
| AquaTek 100 Liquid Autosampler         |  | US15020001     |             |             |             |
| <b>GCMS 5977 Turbo System</b>          | <b>SYS-GM-5977T (CHEM4 VOA-524)</b>      |                |             |             |             |
| Ion Gauge Controller kit for 5977      |  | CLFY           |             |             |             |
| Agilent 7890B Series GC Custom         |  | CN15043129     | \$7,800.00  | \$7,800.00  | \$7,800.00  |
| 5977A Inert MSD EI TurboPump           |  | US1504L404     |             |             |             |
| Tekmar Stratum P&T                     |  | US14091005     |             |             |             |
| Tekmar Aquatek 100                     |  | US14093003     |             |             |             |
| <b>GCMS 5977 Turbo System</b>          | <b>SYS-GM-5977T (José) NH GCMS 4M214</b> |                |             |             |             |
| Ion Gauge Controller kit for 5977      |  | CECP           |             |             |             |
| Agilent 7890B GC for MS with SSL inlet |  | CN14233032     |             |             |             |
| 5977A Extr. MSD EI Turbo Pump          |  | US1424M214     |             |             |             |
| Gerstel Multipurpose Sampler MPS       |  | US1424M214     | \$10,308.00 | \$10,308.00 | \$10,308.00 |
| Rail:                                  | <b>GC/MS Jose</b>                        | 279611         |             |             |             |
| Arms                                   |  | 2601           |             |             |             |
|  |  | 2602           |             |             |             |
| Controller C506                        |  | 07411-01656    |             |             |             |
| Agitator                               |  | 15466          |             |             |             |
| Peltier Thermostat                     |  | 61010-1        |             |             |             |
| PAL (2)                                |  | 279722, 279077 |             |             |             |
| Tray cooler                            |  | 1006           |             |             |             |
| <b>GCMS</b>                            | <b>GC/MS Jasmine</b>                     |                |             |             |             |
| GC S/N US 2020A026 Model 8890          |  |                |             |             |             |
| MSD S/N US 2017 M029, Model: G7077B    |  |                |             |             |             |
| Gerstel MPS (components below)         |  |                | \$7,704.00  | \$7,704.00  | \$7,704.00  |
| PAL RTC, tray cooler: 518224           |  |                |             |             |             |
| Keypad: 516700                         |  |                |             |             |             |
| Attachment for syringes: 517930        |  |                |             |             |             |

|  |   |            |             |             |             |
|--|---|------------|-------------|-------------|-------------|
| Rail: 513454   |   |            |             |             |             |
| Agitator: 517438   |   |            |             |             |             |
| <b>LC 1260 System</b>  | <b>SYS-LC-1260-X<br/>(CHEM11<br/>Carbamate)</b> |            |             |             |             |
| 1260 Quaternary Pump   |   | DEAB713262 | \$3,600.00  | \$3,600.00  | \$3,600.00  |
| 1260 Infinity Fluoresc. Detector Spectra   |   | DEABW05869 |             |             |             |
| 1260 Standard Autosampler  |   | DEAAC33272 |             |             |             |
| <b>** ICP 5100 System</b>  | <b>ICP OES 5100<br/>System WAL</b>              |            |             |             |             |
| G80110A 51000ICP-OES   |   | MY16030004 | \$7,128.00  | \$7,128.00  | \$7,128.00  |
| G8410A sps 2 Autosampler   |   | AU15500947 |             |             |             |
| G8481-80001 Chiller  |   | ZB1620662  |             |             |             |
| <b>SYS-IM-7700/S-STAT-<br/>IM-105737-25499</b>                                   | <b>FERN \ Anya</b>                              |            |             |             |             |
| Heat Exchanger   |   | 5H1681536  | \$10,080.00 | \$10,080.00 | \$10,080.00 |
| ASX-500 Series Autosampler   |   | 110517A520 |             |             |             |
| Agilent 7700x ICP-MS   |   | JP12291900 |             |             |             |
| Rough Pump Edwards   |   | 006414320  |             |             |             |
| <b>SYS-GM-5975T/S-<br/>STAT-GCMS-623407<br/>52410 GCMS 5975<br/>TURBO SYSTEM</b> |   |            |             |             |             |
| Ion Gauge Controller for use w/ 5975 MSD   |   | G31A0689   | \$5,004.00  | \$5,004.00  | \$5,004.00  |
| 6890N Network GC System Custom   | <b>FERN \ Amar</b>                              | US10543013 |             |             |             |
| 5975C inert XL MSD Perf Turbo El Mnfr.   |   | US53931234 |             |             |             |
| 7683B Autoinjector Module  |   | CN62233368 |             |             |             |
| 7683 Autosampler tray module   |   | US54215512 |             |             |             |
| Main Board   |   | US10543013 |             |             |             |
| <b>GCMS 5977A turbo system</b>   | <b>FERN \ Shakira</b>                           |            |             |             |             |
| Ion Gauge kit for 5977 MSD   |   |            |             |             |             |

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| 7693 Autosampler tower                   |   | CN13330053     |             |             |             |
| 7890 B Series GC custom                  |   | US14393022     |             |             |             |
| 7693 Multimode Inlet G4514               |   | CN14280038     |             |             |             |
| MS detector G7040A                       |   | US1438N515     |             |             |             |
| <b>Agilent LC 1200 System</b>            | <b>FERN \ Buffy</b>                           |                |             |             |             |
| 1260 Series Binary Pump                  |   | DE63061374     |             |             |             |
| 1200 Thermostated Column Compartment     |   | DE90360831     | \$4,344.00  | \$4,344.00  | \$4,344.00  |
| 1200 Cooled Thermostated ALS, HiP-ALS-SL |   | DE60555441     |             |             |             |
| 1200 Micro Vacuum Degasser               |   | JP82012065     |             |             |             |
| 1200 Series                              |   | DE84969022     |             |             |             |
| <b>LC 1260 System</b>                    | <b>BIOM HPLC Uta</b>                          |                |             |             |             |
| G131B 1260 Quad Pump                     |   | DEAB713633     |             |             |             |
| G1329B 1260 ALS                          |   | DEAAC33809     | \$3,600.00  | \$3,600.00  | \$3,600.00  |
| G1316a 1260 TCC                          |   | DEACN36108     |             |             |             |
| G1330B 1290 Thermostat                   |   | DEBAK23893     |             |             |             |
| <b>Agilent 8800 ICP/MS QQQ</b>           | <b>BIOM ICP-MS Garcia</b>                     |                |             |             |             |
| G3663A 8800 ICP-MS Triple Quad           |   | JP14100285     | \$14,436.00 | \$14,436.00 | \$14,436.00 |
| G3292-80000 Chiller                      |   | 2U1540629      |             |             |             |
| DS-402 Pump                              |   | MY2038RA10     |             |             |             |
| FAST 4DX Autosampler                     |   | X4DXX-A-170619 |             |             |             |
|  | <b>Peak NM-3G N2 Generator</b>                |                | \$3,204.00  | \$3,204.00  | \$3,204.00  |
| Peak NM-3G Nitrogen Generator            |   | A15-12-495     |             |             |             |
| <b>Agilent G6460/1260 LCMS System</b>    | <b>Agilent G6460 Triple Quad MSD (Aakash)</b> |                | \$22,524.00 | \$22,524.00 | \$22,524.00 |
| G6460 QQQ MSD                            |   | SG17127304     |             |             |             |
| 1260 Binary Pump                         |   | DEAE900217     |             |             |             |
| 1260 Multi-sampler with a sample cooler  |   | DEAECK00317    |             |             |             |

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| 1260 Thermostatted Multicolumn Comp w/ 2-port switching valve |                              | DEAEM00669    |             |             |             |
| Peak NM-3G Nitrogen Generator                                 |                              | A-16-12-219   |             |             |             |
| <b>ICP/MS Agilent ICPMS 7800 System</b>                       | <b>ICP/MS-4</b>              |               |             |             |             |
| 7800 ICP-MS   |                              | SG1333321     | \$10,080.00 | \$10,080.00 | \$10,080.00 |
| SPS 4 Autosampler   |                              | AU18104646    |             |             |             |
| Heat Exchanger  |                              | 1807-04213    |             |             |             |
| <b>ICP/MS</b>   | <b>8800 (Tara)</b>           |               |             |             |             |
| 8800 QQQ  |                              | JP17010671    |             |             |             |
| SPS 4 pump  |                              | AU17323548    | \$14,436.00 | \$14,436.00 | \$14,436.00 |
| Chiller   |                              | E2M18         |             |             |             |
|   |                              | 1802-05700    |             |             |             |
| <b>GC/MS Agilent 5977B GC/MS System (Turbo pump)</b>          | <b>CHEM12</b>                |               |             |             |             |
| 5977B inert MSD   |                              | US1839M001    | \$5,004.00  | \$5,004.00  | \$5,004.00  |
| 7890B Series GC   |                              | CN18263035    |             |             |             |
| 7693A Autosampler   |                              | CN18320159    |             |             |             |
| 7693A tray, 150 vial  |                              | CN18100075    |             |             |             |
| Ion gag   |                              | GICO          |             |             |             |
| <b>Sciex 5500 QT MS/Shimadzu LC System</b>                    | <b>BIOM LC-MS/MS Charlie</b> |               |             |             |             |
| API 5500 Qtrap MS   |                              | AU218861603   |             |             |             |
| LC-20AD High Pressure Isocratic Parallel Pump                 |                              | L204353 53423 |             |             |             |
| LC-20AD High Pressure Isocratic Parallel Pump                 |                              | L204353 53424 | \$26,028.00 | \$26,028.00 | \$26,028.00 |
| LC-20AD High Pressure Isocratic Parallel Pump                 |                              | L204356 54900 |             |             |             |
| LC-20AD High Pressure Isocratic Parallel Pump                 |                              | L204356 54903 |             |             |             |

|   |                          |               |             |             |             |
|---|--------------------------|---------------|-------------|-------------|-------------|
| CTO-20A Column Oven with 7 port high pressure valve |                          | L202153 52599 |             |             |             |
| DGU-20A3 Solvent Degasser                           |                          | L207053 66264 |             |             |             |
| SIL-20A/C Autosampler                               |                          | L204553 50984 |             |             |             |
| CBM-20A System Controller                           |                          | L202353 56299 |             |             |             |
| Peak Genius ABN2ZA Nitrogen Generator               |                          | A16-04-063    |             |             |             |
| <b>Sclex 5500 MS/ Shimadzu LC System</b>            | <b>BIOM LC-MS/MS Moe</b> |               |             |             |             |
| API 5500 MS   |                          | BB230201704   |             |             |             |
| CTO-20A Column Oven with 7 port high pressure valve |                          | L20215452929  |             |             |             |
| LC-20AD High Pressure Isocratic Parallel Pump       |                          | L20435453842  |             |             |             |
| LC-20AD High Pressure Isocratic Parallel Pump       |                          | L20435453843  |             |             |             |
| LC-20AD High Pressure Isocratic Parallel Pump       |                          | L20435453844  | \$26,724.00 | \$26,724.00 | \$26,724.00 |
| LC-20AD High Pressure Isocratic Parallel Pump       |                          | L20435453845  |             |             |             |
| DGU-20A5R Solvent Degasser                          |                          | L20705467909  |             |             |             |
| SIL-20A/C XR High Pressure Autosampler              |                          | L20455451128  |             |             |             |
| CBM-20A System Controller                           |                          | L20235456924  |             |             |             |

|  |  |             |             |             |             |
|--|--|-------------|-------------|-------------|-------------|
| Peak Genius ABN2ZA<br>Nitrogen Generator               |  | 770003269   |             |             |             |
| DEPARTMENT OF SAFETY (DOS)                             |  |             |             |             |             |
| <b>SYS-GM-5975T/S-<br/>STAT-GCMS-105737-<br/>63479</b> | <b>GCMS 5975 Turbo<br/>Sys (IGM-28488)<br/>"C"</b> |             |             |             |             |
| 7683 Autosampler                                       |  | CN61439008  | \$5,004.00  | \$5,004.00  | \$5,004.00  |
| 7683B Autoinjector                                     |  | US84002601  |             |             |             |
| 6890+ GC   |  | US00028488  |             |             |             |
| 5975B MS   |  | US62724564  |             |             |             |
|  | <b>GCMS 5975 Turbo<br/>Sys (IGM-41111) "E"</b>     |             |             |             |             |
| 7683<br>Autosampler/injector                           |  | CN10240134  | \$5,004.00  | \$5,004.00  | \$5,004.00  |
| 7890A GC   |  | CN10241111  |             |             |             |
| 5975C MS   |  | US10262627  |             |             |             |
|  | <b>LC TOF 6230 (ITOF-<br/>40001)</b>               |             |             |             |             |
| TOF  |  | SG14340001  | \$22,176.00 | \$22,176.00 | \$22,176.00 |
| Degasser   |  | JPAAA04455  |             |             |             |
| Binary Pump  |  | DEACB07294  |             |             |             |
| Column Comp  |  | DEACN30733  |             |             |             |
| Autosampler  |  | DEACO04902  |             |             |             |
| Iso Pump   |  | DEAB903481  |             |             |             |
| MCP<br>Detector/Insulator                              |  | G1969/G1958 |             |             |             |
|  | <b>LC Triple Quad<br/>6420 (IQQQ-17005)</b>        |             |             |             |             |
| Triple Quad  |  | SG15517005  | \$15,840.00 | \$15,840.00 | \$15,840.00 |
| Degasser   |  | JPAAB06780  |             |             |             |
| Binary Pump  |  | DEADU10768  |             |             |             |
| Column Comp  |  | DEBB42390   |             |             |             |
| Autosampler  |  | DEACK00156  |             |             |             |
| UV/Vis 8454  | <b>UV/VIS<br/>Spectrophotometer</b>                | MY16450003  | \$1,740.00  | \$1,740.00  | \$1,740.00  |
| UV/Vis 8453  | <b>UV/VIS<br/>Spectrophotometer</b>                | CN22809367  | \$1,308.00  | \$1,308.00  | \$1,308.00  |
| Peak Generator   | <b>Peak NM32LA Ni<br/>Gen</b>                      | 771041961   | \$3,204.00  | \$3,204.00  | \$3,204.00  |
|  | <b>Agilent 6530 GTOF</b>                           |             |             |             |             |
| QTOF   |  | SG17512203  | \$21,456.00 | \$21,456.00 | \$21,456.00 |
| ESI Source   |  | SG18049003  |             |             |             |
| Binary Pump  |  | DEAE900454  |             |             |             |
| Iso Pump   |  | DEAGK00583  |             |             |             |

|                                     |  |                |             |             |             |
|-------------------------------------|--|----------------|-------------|-------------|-------------|
| Column Comp                         |  | DEAEM02090     |             |             |             |
| Auto Sampler                        |  | DEAGX00217     |             |             |             |
|                                     | <b>Agilent 5977A<br/>GCMS "A"</b>                        |                |             |             |             |
| 5977B MS                            |  | US1816R022     |             |             |             |
| 7890B GC                            |  | CN18033060     | \$5,004.00  | \$5,004.00  | \$5,004.00  |
| 7693 Auto Injector                  |  | CN18140190     |             |             |             |
| 7693 Autosampler<br>Tray            |  | CN18170058     |             |             |             |
| Peak Nitrogen<br>Generator - ABN2ZA | <b>Generator - TOF</b>                                   | A14-08-165     | \$3,204.00  | \$3,204.00  | \$3,204.00  |
| Peak Nitrogen<br>Generator - ABN2ZA | <b>Generator - QQQ</b>                                   | A16-02-433     | \$3,204.00  | \$3,204.00  | \$3,204.00  |
|                                     | <b>Agilent 5977B<br/>GCMS "B"</b>                        |                |             |             |             |
| 5977B MS                            |  | US1833R021     |             |             |             |
| 7890B GC                            |  | CN18263034     | \$5,004.00  | \$5,004.00  | \$5,004.00  |
| 7693 Auto Injector                  |  | CN18340091     |             |             |             |
| 7693 Autosampler                    |  | CN18190106     |             |             |             |
|                                     | <b>Shimadzu LCMS-<br/>8040</b>                           |                |             |             |             |
| LCMS                                |  | O11405650005   |             |             |             |
| Autosampler                         |  | L20455551308   |             |             |             |
| Controller                          |  | L20235657620   | \$15,384.00 | \$15,384.00 | \$15,384.00 |
| Parallel Pump                       |  | L20435654558   |             |             |             |
| Parallel Pump                       |  | L20435654559   |             |             |             |
| Column Oven                         |  | L20205653272   |             |             |             |
| Degasser                            |  | L20705669864   |             |             |             |
|                                     | <b>Shimadzu QP2010<br/>Plus GC/MS (Fire<br/>Debris)</b>  |                |             |             |             |
| GCMS                                |  | C70504450015   | \$5,448.00  | \$5,448.00  | \$5,448.00  |
| Auto Injector                       |  | C11314405577SA |             |             |             |
| Autosampler                         |  | C11514401324SA |             |             |             |
|                                     | <b>Shimadzu QP2010<br/>Ultra GC/MS (Fire<br/>Debris)</b> |                | \$7,560.00  | \$7,560.00  | \$7,560.00  |

|                           |  |                         |            |            |            |
|---------------------------|--|-------------------------|------------|------------|------------|
| GCMS                      |  | O20525150100            |            |            |            |
| Auto Injector             |  | C12125100305SA          |            |            |            |
| Autosampler Tray          |  | C12135100130SA          |            |            |            |
|                           | <b>Shimadzu QP2010 Plus GC/MS (Drug Chem)</b>  |                         |            |            |            |
| GCMS                      |  | C70504550061            | \$5,448.00 | \$5,448.00 | \$5,448.00 |
| Auto Injector             |  | C11314711701SA          |            |            |            |
| Autosampler               |  | C1111153802087          |            |            |            |
|                           | <b>Shimadzu QP2010 Ultra GC/MS (Drug Chem)</b> |                         |            |            |            |
| GCMS                      |  | O20525350197US          | \$7,560.00 | \$7,560.00 | \$7,560.00 |
| Auto Injector             |  | C12125305324SA          |            |            |            |
| Autosampler               |  | C12135303782SA          |            |            |            |
|                           | <b>Shimadzu QP2020</b>                         |                         |            |            |            |
| GC/MS QP2020              |  | 021425450048US          | \$5,448.00 | \$5,448.00 | \$5,448.00 |
| Auto Injector             |  | C12125410022SA          |            |            |            |
| Autosampler Tray          |  | C12135406667SA          |            |            |            |
| Parker Nitrogen Generator | <b>Generator</b>                               | (M)8/23/2019-S2744-1967 | \$3,204.00 | \$3,204.00 | \$3,204.00 |

### 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 address of the using agency under agreement.

### 4. 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>

EXHIBIT D

RFB # 2405-21 is incorporated here within.

Contractor Initials   
Date 4-19-21



CORPORATE HEADQUARTERS:  
1208 US Highway 22 East  
Suite 4  
Phillipsburg, NJ 08865  
Tel: (866) ERC-SAVE  
Fax: (866) ERC-FAX1  
Email: [bids@erc-corp.com](mailto:bids@erc-corp.com)

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**YOUR BUDGET PROTECTORS**

/  
April 20, 2021  
Erica Brisson  
Department of Administrative Service  
Bureau of Purchase and Property  
25 Capitol St  
Concord, NH 03301

Dear Ms. Brisson:

Electronic Risks Consultants, Inc., herein referred to as ERC, states our intent to participate as the primary vendor for the State of New Hampshire's Lab Equipment Maintenance and Repair Services solicited under RFB 2405-21.

This letter is to certify that Mr. Stathis N. Zambas is authorized by ERC to represent the company in all matters relative to this contract. Stathis has ERC ownership's full permission to sign binding agreements, such as the P-37 contract forms. Stathis can be reached at 908-823-0960, should you have any questions.

Thank you.

Avraam Zambas  
President / CEO  
Electronic Risks Consultants, Inc.



# 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 ELECTRONIC RISKS CONSULTANTS, INC. is a New Jersey Profit Corporation registered to transact business in New Hampshire on January 16, 2007. 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: 570550

Certificate Number: 0005351874



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 19th day of April A.D. 2021.

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

William M. Gardner  
Secretary of State