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State of New Hampshire

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

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

May 1, 2024

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Specialty Underwriters LLC (VC#388736), Oak Creek, WI in an amount up to and not to exceed $2,297,679.30 for lab equipment maintenance and repair, with the option to renew for up to an additional two-year period, effective upon Governor and Executive Council approval for the period July 1, 2024, through June 30, 2029.

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

The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid (RFB) 2867-24 for lab equipment maintenance and repair on December 26, 2023, with responses due on January 9, 2024. The RFB was issued to replace expiring contract 8002862 with Electronic Risk Consultants, Inc. The RFB reached 27 vendors through the NIGP registry with an additional 4 directly sourced. There were 4 compliant responses received with the lowest bid being from Specialty Underwriters LLC.

This is an important contract to maintain and repair laboratory equipment that is vital to the safety and well-being of the citizens of New Hampshire, serving both the State Police and Public Health Laboratories. The contract will provide immediate repair response and required preventative maintenance for 42 pieces of equipment critical to meet the demands of criminal investigations and prosecution, public safety, and emergency response.

In support of criminal investigations and prosecution of cases, the State Police Forensic Lab utilizes the equipment covered under this contract for the analysis of seized materials for the presence of controlled drugs, as well as the toxicological analysis of blood samples to detect drugs that could impair the operation of a motor vehicle.

The Public Health Labs equipment covered under this contract provides analysis for the water labs and the chemistry lab. The equipment at the water lab is used to analyze drinking water during emergencies and to support environmental testing for other state programs, including the Department of Agriculture Pesticide Control Division, Department of Environmental Services and citizens of New Hampshire who rely on private wells. The chemistry lab utilizes the equipment to analyze clinical and food samples for public health emergency response and Biomonitoring. Biomonitoring analysis detects the presence of toxins in residents to compare with levels in other regions. This is key in determining the impact to residents living near contamination due to human activity.

Contract financials	
Estimated annual spend	$437,653.20
Estimated 5-year term spend	$2,188,266.00
Add allowance for balance of product line (5%)	$109,413.30
Price limitation	$2,297,679.30

Based on the foregoing, I am respectfully recommending approval of the contract with Specialty Underwriters LLC.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	Lab Equipment Maintenance and Repair	Agency	
RFB#	2867-24	Requisition#	
Agent Name	Steven Burgess	Bid Closing	1/9/2024

Indicates Award: ☐

Qty.	UOM Total	Product Description	Specialty Underwriters	Agilent	Full Spectrum	ERC	Remi Group
			Cost	Cost	Cost	Cost	Cost
1	1	Agilent Lab Equipment	$2,188,266.00	$2,335,284.13	$2,344,921.44	$2,300,311.00	Non-Compliant
		Sub Total	**$2,188,266.00**	**$2,335,284.13**	**$2,344,921.44**	**$2,300,311.00**	**$0.00**
		Estimated annual spend	$437,653.20	$467,056.83	$468,984.29	$460,062.20	
		Estimated term spend	$2,188,266.00	$2,335,284.13	$2,344,921.44	$2,300,311.00	
		Add allowance for balance of product line	$109,413.30	$116,764.21	$117,246.07	$115,015.55	
		Recommended price limitation	$2,297,679.30	$2,452,048.34	$2,462,167.51	$2,415,326.55	

Recommendation Summary	
Statewide Contract or Amendment	Statewide Contract
Term of Contract	5 Years
Price Limitation	$2,297,679.30
Number of Solicitations Received	4
Number of Sourced bidders	4
Number of NIGP Vendors Sourced	28
Number of non-responsive bidders	28
P-37 Checklist Complete	Yes
Method of Payment (P-card/ACH)	ACH
FOB Delivered	Yes
Expiring Contract Price Limitation	N/A
Special Notes:	Equipment description One Peak NM32LA Ni Gen A14-08-165 was removed from the offer sheet because it was duplicated on another line.

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Specialty Underwriters LLC		1.4 Contractor Address 9667 South 20th Street, Oak Creek, WI, 53154	
1.5 Contractor Phone Number (800) 558-9910	1.6 Account Unit and Class Various	1.7 Completion Date 06/30/2029	1.8 Price Limitation $2,297,679.30
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number (603) 271-2201	
1.11 Contractor Signature Date: 2.29.24		1.12 Name and Title of Contractor Signatory Elaine Wilson Business Manager	
1.13 State Agency Signature Date: 3/18/24		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Duncan A. Edgar		On: March 29, 2024	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials EW

Date 2.29.24

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, 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.

3.3 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. 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 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, 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 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. 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.

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

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials EW

Date 2.29.24

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

Contractor Initials EW

Date 2.29.24

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

Contractor Initials EW

Date 2.29.24

EXHIBIT A - SPECIAL PROVISIONS

There are no special provision of this contract.

Contractor Initials EW

Date 2.29.24

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

Specialty Underwriters LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Lab Equipment Maintenance & Repair Services in accordance with the bid submission in response to State Request for Bid 2867-24 and as described herein.

2. CONTRACT DOCUMENTS:

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

- State of New Hampshire Terms and Conditions, General Provisions Form P-37
- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Method of Payment
- EXHIBIT D RFB 2867-24
- EXHIBIT E Contractor's Bid Response

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), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2867-24," and (5) EXHIBIT E "Contractor's Bid Response."

3. TERM OF CONTRACT:

The term of the contract shall commence on July 1, 2024, or upon approval of the Governor and Executive Council, whichever is later, through June 30, 2029, a period of approximately five (5) years.

The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services/Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed seven (7) years.

4. SCOPE OF WORK:

The vendor shall cover the following services of laboratory equipment/instrumentation currently manufactured by Agilent:

The Vendor shall provide:

1. Maintenance and repair services for all instruments, their components, and their peripherals (excluding computer hardware and printers) including but not limited to those listed on the attached Offer Sheet.

2. Telephone or email responses within four (4) hours of the initial notification of the need for service to acknowledge receipt of the request.

3. Unlimited toll-free telephone support to isolate and resolve hardware and software problems or to determine the need for on-site repair. The decision to elevate to a service order must be made within one (1) business day of initial call for service.

4. Unlimited on-site repair services to begin within three (3) business days from the time of call for service was initiated. All labor, travel costs and telephone assistance costs, and original equipment manufacturer

Contractor Initials EW

Date 2.29.24

(OEM) service parts, including consumable parts and supplies required for repair, are included and are the sole responsibility of the vendor.

5. Maintenance and repair services between the hours of 8:30 AM and 4:00 PM, Monday through Friday. Agency approval will be required beyond these hours both to start or complete service. Emergency repairs must occur at a mutually agreeable time that has been confirmed by the contact person for the repair.

6. Arrival 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.

7. Timely access to OEM parts that are determined necessary for repairs. Any replacement parts shall be previously unused. The use of Factory refurbished, or original vendor refurbished parts may be used in certain cases with state approval. This approval must be sought from the State Agency contact for each instance a refurbished part is to be used.

8. Completion of repair within five (5) business days of the start of on-site work. This includes the time needed to access OEM parts which are not on hand. If unable to do so, the vendor shall escalate the repair to an OEM engineer to complete the repair **or** shall offer explanation to and obtain permission from the state in writing to continue working on the repair themselves if vendor is not the OEM.

9. 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 vendor.
10. Immediate notification of all recommended critical software issues and patches.
11. Software updates from the original manufacturer will be made available and provided as part of the contract.

    Note for 9-11: All billable and non-billable OEM software, hardware, and documentation considered by the OEM to be updates must be included in the contract. OEM Upgrades would not be covered.

12. Removal and replacement of all defective or unsuitable parts or components by vendor within two (2) business days of notification to the vendor.
13. One (1) Preventative Maintenance (PM) visit performed by Field Service Engineer annually. Annually is defined as no sooner than 11 months and no later than 13 months from the previous PM visit. 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.
    e. A preventative maintenance report shall be provided describing all work conducted, parts that were replaced and test results.

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.

Contractor Initials EW

Date 2.29.24

Additional Requirements:

The State requires one-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 defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment, or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as 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.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the 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 the State Agency.

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

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

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 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.

The 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.

Contractor Initials EW

Date 2.29.24

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. **USAGE REPORTING:**

The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of Purchase and Property, Steve Burgess and sent electronic to Steven.H.Burgess@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
    - Percentage of recycled materials contained within finished products
    - Percentage of waste recycled throughout the manufacturing process
    - Types and volume of packaging used for transport
    - Any associated material avoided and/or recycled as applicable under contract
    - A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

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 #2867-24, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Contractor 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://apps.das.nh.gov/vendorregistration/(S(430wdmjvb30veies0qhg3pnm))/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:**

Contractor Initials EW

Date 2.29.24

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. **CONFIDENTIALITY & CRIMINAL RECORD:**

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

Contractor Initials EW

Date 2.29.24

EXHIBIT C - METHOD OF PAYMENT

9. CONTRACT PRICE:

The Contractor hereby agrees to provide lab equipment maintenance & 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 $2,297,679.30; 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.

10. PRICING STRUCTURE:

ITEM	CONTRACT INFO	MODEL	S/N	BID PRICE	BID PRICE	BID PRICE
PUBLIC HEALTH LABS (PHL)				6/30/2024 - 07/01/2025	06/30/2025 - 07/01/2026	06/30/2026 - 07/01/2029
Agilent ICPMS 7700 System (ICPMS-10200): SYS-IM-7700/S-STAT-ICPMS-423035 79733 ASX-500 Series Autosampler Heat Exchanger Agilent 7700x ICP-MS	O ICPMS-10200	 G3286A G1879B G3281A	 11054A520 109B00256 JP10010200	$14,950.00	$14,950.00	$44,850.00
Agilent GC 6890 System (IGC-04223): SYS-GC-6890/S-STAT-GC-623407 25873 7683 Autosampler tray module 6890N Network GC System 7683B Autoinjector Module	H (CHEM2 GC/ECD) IGC-04223	 G2614A G1530N G2913A	 CN60338206 CN10606077 CN60230656	$1,499.00	$1,499.00	$4,497.00
Agilent 5975 Diffusion System (GCMS-12569): SYS-GM-5975D/S-STAT GCMS-466462 46961 Agilent 7890A Series GC Custom 5975C VL inert MSD EI Diffusion Pump 7693A Autoinjector 7693A Tray, 150 Vial Ion Gauge Controller for use w/ 5975 MSD	N(CHEM7-525)	 G3440A G3170A G4513A G4514A G3397A	 CN10916010 US92012569 CN91300498 CN91100082 G31A7565	$4,338.00	$4,338.00	$13,014.00
Agilent SYS-LM-QQQ/S-STAT-LCMS-2-15950 1290 Thermostatted Column Compartment 1290 Thermostat LC/MS Triple Quadrupole HS System 1260 Infinity High Performance Degasser 1260 Binary Pump Degasser 1260 High Performance Autosampler Rough pump Pfiffer Split Turbo Peak NM-3G Nitrogen Generator	LRNc/LCMSD - 67205/Javier (G3)	 G1316C G1330B G6460A G4225A G1312B G4225A G1367E Edwards E2M28	 DEBAC03750 DEBAK08201 SG12167205 IPAAA00653 DEACB03580 JPAAA00653 DEACO02345 179425882 SG12167205 A1S-12-495	$26,437.00	$26,437.00	$79,311.00
SYS-LM-QQQ /S-STAT-LCMS-105737-38430	LCMSD-07105 (r1) (CHEM8)					

Contractor Initials EW

Date 2.29.24

1260 Infinity High Performance Degasser		G4225A	IPAAA02361			
1260 Binary Pump		G1312B	DEACB05272			
6430 Triple Quadrupole LC/MS system		G6430A	SG13107105	$16,989.00	$16,989.00	$50,967.00
LC/MS API Electrospray Source		G1948B	SG13099050			
1290 Thermostatted Column Compartment		G1316C	DEBAC06095			
1260 High Performance Autosampler		G1367E	DEACO03401			
Agilent SYS-GM-5973T/S-STAT-GCMS-10537- 78471 GCMS 5973 TURBO SYSTEM	C (Alicia)					
Ion Gauge Controller		59864B	US60112191			
7683B Autoinjector Module		G2913A	CN53627492			
5973 Inert MSD EI/PCI/NCI Mainframe		G2589A	US52430899			
6890N Network GC System Custom		G1540N	US10538020			
Rough pump		Edwards Model# E2M1.5	27471120			
Gerstel MultipurposeSampler MPS2 Twister			US52430899			
Rail:			1210904			
	LRNc/ GC/MS Alicia		1210925			
Arms			11789	$13,257.00	$13,257.00	$39,771.00
			11762			
Controller			119460			
Agitator			10272			
Peltier Thermostat			61010-1			
PAL (2)			MB01-00A			
Tray cooler			562			
SYS-GM-5975T/S-STAT-GCMS-294891 30828 GCMS 5975 TURBO SYSTEM						
Agilent 7890A Series GC Custom		G3440A	CN11211030			
5975C inert XL MSD Perf Turbo EI Mnfr.		G3172A	US11213723			
Ion Gauge Controller for use w/ 5975 MSD		G3397A	G31B1935			
Gerstel MPS Multipurpose sampler			US11213723			
Rail:			219229			
	LRNc/GC/MS Camilo		380070			
Arms			783			
			782	$10,556.00	$10,556.00	$31,668.00
Controller			07411-01323			
Agitator			13151			
Peltier Thermostat			610101			
PAL (2)			218613			
Tray cooler			846			
LC 1260 System						
1260 Quaternary Pump	SYS-LC-1260(CHEM9 Glyphosate)	G1311B	DEAB709901			
1260 Infinity Fluoresc. Detector Spectra		G1321B	DEABW04874	$2,631.00	$2,631.00	$7,893.00
1260 Standard Autosampler		G1329B	DEAAC24378			
GCMS 5977 Turbo System Adv Funct						

Contractor Initials EW

Date 2.29.24

Ion Gauge Controller kit for 5977 Agilent 7890B Series GC Custom 5977A Inert MSD EI Turbo Pump Stratum PTC Sample Concentrator AquaTek 100 Liquid Autosampler	SYS-GM-5977T-X (CHEM3 VOA-8260)	G3397B G3440B G7038A TMR-9800 TMR-AQUA100	CIEQ CN15043108 US519L413 US14344007 US15020001	$7,208.00	$7,208.00	$21,624.00

GCMS 5977 Turbo System Ion Gauge Controller kit for 5977 Agilent 7890B Series GC Custom 5977A Inert MSD EI TurboPump Tekmar Stratum P&T Tekmar Aquatek 100	SYS-GM-5977T (CHEM4 VOA-524)	G3397B G3440B G7037A TMR-9800 TMR-AQUA 100	CLFY CN15043129 US1504L404 US14091005 US14093003	$6,595.00	$6,595.00	$19,785.00
GCMS 5977 Turbo System Ion Gauge Controller kit for 5977 Agilent 7890B GC for MS with SSL inlet 5977A Extr. MSD EI Turbo Pump Gerstel MultipurposeSampler MPS Rail: Arms Controller C506 Agitator Peltier Thermostat PAL (2) Tray cooler	LRNc/SYS-GM-5977T (José) NH GCMS 4M214	9019130	CECP CN14233032 US1424M214 US1424M214 279611 2601 2602 07411-01656 15466 61010-1 279722, 279077 1006	$11,187.00	$11,187.00	$33,561.00
Agilent GCMS GC S/N US 2020A026 , Model 8890 MSD S/N US 2017 M029, Model: G7077B Rough pump Gerstel MPS (components below) Cryogenic trap PAL RTC, Tray cooler: 518224 Keypad: 516700 Attachment for syringes: 517930 Rail: 513454 Agitator: 517438	LRNc/ GC/MS Jasmine	Agilent Model # G7077-80057	MY20140084 GER 009007-590-00	$13,527.00	$13,527.00	$40,581.00
LC 1260 System 1260 Quaternary Pump		G1311B	DEAB713262			

Contractor Initials EW

Date 2.29.24

1260 Infinity Fluoresc. Detector Spectra 1260 Standard Autosampler	SYS-LC-1260-X (CHEM11 Carbamate)	G1321B G1329B	DEABW05869 DEAAC33272	$2,631.00	$2,631.00	$7,893.00
** ICP 5100 System G80110A 51000ICP-OES G8410A sps 2 Autosampler G8481-80001 Chiller	ICP OES 5100 System WAL	G80110A G8410A G8481A	MY16030004 AU15500947 ZB1620662	$14,509.00	$14,509.00	$43,527.00
SYS-IM-7700/S-STAT-IM-105737-25499 Heat Exchanger ASX-500 Series Autosampler Agilent 7700x ICP-MS Rough Pump Edwards	FERN\Anya	G1879B ASX-520 G3281A	5H16B1536 110517A520 JP12291900 6414320	$14,950.00	$14,950.00	$44,850.00
Agilent SYS-GM-5975T/S-STAT-GCMS-623407 52410 GCMS 5975 TURBO SYSTEM 6890N Network GC System Custom 5975C inert XL MSD Perf Turbo EI 7683B Autoinjector Module 7683 Autosampler tray module	FERN\Amar	G1540N G3172A G2913A G2614A	US10543013 US53931234 CN62233368 US54215512	$4,793.00	$4,793.00	$14,379.00
Agilent GCMS 5977A turbo system 7693 Autosampler tower 7890 B Series GC custom 7693 Multimode Inlet 5977A Extr. MSD EI Turbo	FERN\Shakira	G4513A G3440B G4514A G7040A	CN13330053 US14393022 CN14280038 US1438N515	$5,991.00	$5,991.00	$17,973.00
Agilent LC 1200 System 1260 Series Binary Pump 1200 Thermostatted Column Compartment 1200 Cooled Thermostated ALS, HiP-ALS-SL 1200 Micro Vacuum Degasser 1200 Series	FERN\Buffy		DE63061374 DE90360831 DE60555441 JP82012065 DE84969022	$3,497.00	$3,497.00	$10,491.00
Agilent LC 1260 System G1311B 1260 Quat Pump G1329B 1260 ALS G1316a 1260 TCC G1330B 1290 Thermostat	BIOM HPLC Uta		DEAB713633 DEAAC33809 DEACN36108 DEBAK23893	$2,293.00	$2,293.00	$6,879.00
Agilent 8800 ICP/MS QQQ G3663A 8800 ICP-MS Triple Quad G3292-80000 Chiller DS-402 Pump FAST 4DX Autosampler	BIOM ICP-MS Garcia	G3663A G3292-80000 DS-402 SC-4DX	JP14100285 2U1540629 MY2038RA10 X4DXX-A-170619	$15,217.00	$15,217.00	$45,651.00
Agilent G6460/1260 LCMS System G6460 QQQ MSD 1260 Binary Pump 1260 Multi-sampler with a sample cooler 1260 Thermostatted Multicoumn Comp w/ 2-port switching valve	LRNc G6460 Triple Quad MSD (Aakash)		SG17127304 DEAE900217 DEAECK00317. DEAEM00669	$26,688.00	$26,688.00	$80,064.00

Contractor Initials EW

Date 2.29.24

Degasser Rough pump Peak NM-3G Nitrogen Generator			G7116A, DEAEM00669 IT1712V143 A-16-12-219			
ICP/MS Agilent ICPMS 7800 System 7800 ICP-MS SPS 4 Autosampler Heat Exchanger	ICP/MS-4	G7215C G8410A G1879-80203	SG1333321 AU18104646 1807-04213	$15,653.00	$15,653.00	$46,959.00
GC/MS Agilent 5977B GC/MS System (Turbo pump) 5977B inert MSD 7890B Series GC 7693A Autosampler 7693A tray, 150 vial Ion gage	CHEM12	G7077B G3442B G4513A G4514A G3397B	US1839M001 CN18263035 CN10520189 CN18100075 GICO	$5,385.00	$5,385.00	$16,155.00
Agilent ICP/MS 8800 QQQ SPS 4 pump Rough pump Chiller	LRNc 8800 (Tara)	G1833-81003	JP17010671 AU17323548 E2M18 170497502 1802-05700	$16,065.00	$16,065.00	$48,195.00
GC/MS Agilent 5977C 5977C MSD 8890 GC Autosampler 7693A Tray Injector	CHEM 14	G4514A G4514A	US2232RA06 US2241A063 R022387027 R022425091	$8,581.00	$8,581.00	$25,743.00
ICP-MS AGILENT / $348574 GALAXY G3665A G8410A ROUGH PUMP G8496-24000 - RECIRCULATING CHILLER	LRNc/Galaxy	MDL# 8900 QQQ MDL# SPS 4 MDL# MS40-S	S/N SG21304099 MDL# SPS 4 S/N AU211011046 S/N 2109-06170	$16,354.00	$16,354.00	$49,062.00
Agilent G6470/1260 LCMS System G6460 QQQ MSD 1260 Binary Pump 1260 Multi-sampler with a sample cooler 1260 Thermostatted Multicoumn Comp w/ 2-port switching valve Rough pump Peak NM-3G Nitrogen Generator	OD2A/Merry Pippin	G6470B G7112B G7167A G7116A PEAKGenius XE	SG2210G217 15880217 DEAGX01142 DEAED31663 ET23008518	n/a	Service to start Oct 20, 2025 $16,076.00	$54,078.00
HPLC 13 / SYS-LC-126011 G7129A G7116A G7111B G7117C	LC1260 Infinity II System		DEAEQ51059 DEAEM10287 DEAET03809 DEAEK10755	$7,831.00	$7,831.00	$23,493.00
SYS-IM-7850 Recirculating Chiller SPS4 Autosampler	FERN\Astrid	G8496-2400 G8410A	2202-00063 AU221213009	$8,568.00	$8,568.00	$25,704.00

Contractor Initials EW

Date 2.29.24

Agilent 7850 ICP-MS		G8422A	SG22171276			
Rough Pump		X3705-64000	IT22125152			
DEPARTMENT OF SAFETY (DOS)						
SYS-GM-5975T/S-STAT-GCMS-105737-63479	Agilent 5977A GCMS "Tox A"			$5,427.00	$5,427.00	$16,281.00
5977B MS		G7081B	US1816R022			
7890B GC		G3442B	CN18033060			
7693 Auto Injector		G4513A	CN18140190			
7693 Autosampler Tray		G4514A	CN18170058			
	Agilent 5977B GCMS "Tox B"			$5,427.00	$5,427.00	$16,281.00
5977B MS		G7081B	US1833R021			
7890B GC		G3442B	CN18263034			
7693 Auto Injector		G4513A	CN18340091			
7693 Autosampler		G4514A	CN18190106			
	Agilent 5975 GCMS "Tox C"			$4,679.00	$4,679.00	$14,037.00
7683 Autosampler		G2614A	CN61439008			
7683B Autoinjector		G2613A	US84002601			
6890+ GC		G1530A	US00028488			
5975B MS		G3171A	US62724564			
	Agilent 5975 GCMS "Tox E"			$4,447.00	$4,447.00	$13,338.00
7683 Autosampler/injector		G4513A	CN10240134			
7890A GC		G3440A	CN10241111			
5975C MS		G3171A	US10262627			
	Agilent LC Triple Quad "Tox 1"			$16,239.00	$16,239.00	$48,717.00
Triple Quad		G6420A	SG15517005			
Degasser		G4225A	JPAAB06780			
Binary Pump		G1312B	DEADU10768			
Column Comp		G1316C	DEBB42390			
Autosampler		G7167A	DEACK00156			
Peak Nitrogen Generator - ABN2ZA	Generator - QQQ		A16-02-433	$4,744.00	$4,744.00	$14,232.00
	Agilent "Tox TOF 2"			$30,492.00	$30,492.00	$91,476.00
TOF		G6230B	SG22380102			
Binary Pump		G7112B	DEAE901686			
Iso Pump		G7110B	DEAGK02369			
Column Comp		G7116A	DEAEM11882			
Autosampler		G7167A	DEAGX01198			
Peak Nitrogen Generator		Genius XE35	722060533			
Peak Nitrogen Generator – ABN2ZA	Generator - "Tox TOF 1"		A14-08-165	$4,744.00	$4,744.00	$14,232.00
	Agilent 6530 QTOF "Drug Chemistry"			$40,696.00	$40,696.00	$122,088.00
QTOF			SG17512203			
ESI Source			SG18049003			
Binary Pump			DEAE900454			
Iso Pump			DEAGK00583			

Contractor Initials EW

Date 2.29.24

Column Comp			DEAEM02090			
Autosampler			DEAGX00217			
Peak Nitrogen Generator		NM32LA-A	771041961			
Agilent Cary 60 UV/Vis	Agilent Cary 60 UV/Vis		MY20509244	$4,918.00	$4,918.00	$14,754.00
UV/Vis 8454	UV/VIS Spectrophotometer		MY16450003	$1,815.00	$1,815.00	$5,445.00
UV/Vis 8453	UV/VIS Spectrophotometer		CN22809367	$1,815.00	$1,815.00	$5,445.00

11. ADDING/REMOVING EQUIPMENT:

The State of New Hampshire reserves the right to add or delete equipment throughout the term of the contract. For the addition of new equipment, a requesting agency shall submit a request for quote (RFQ) including a detailed scope of work to the successful contractor. Quotes shall be consistent with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. Any addition of new equipment which constitutes a material change or increase in the assigned price limitation shall be effective upon approval of a contract amendment. Changes which do not constitute material change in scope of service or increased contract price limitation shall be effective upon written approval of the requesting agency.

12. 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.

13. PAYMENT:

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

Contractor Initials EW

Date 2.29.24

EXHIBIT D - RFB 2802-24

RFB #2867-24 is incorporated here within.

Contractor Initials EW

Date 2.29.24

EXHIBIT E - CONTRACTOR'S BID

Contractor's bid is incorporated here within.

Contractor Initials EW

Date 2.29.24

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: **759068**

Certificate Number: **0006658047**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April A.D. 2024.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

Specialty Underwriters LLC

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

Name	Title
Elaine Wilson	Business Manager

In witness whereof, the undersigned has executed this Certificate of Authority of Specialty Underwriters LLC as of February 9, 2024.

Joseph A. Fallico, President

Subscribed and sworn to before me this February 9, 2024.

Kimberly Jean Schott

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

KIMBERLY JEAN SCHOTT
NOTARY
PUBLIC
STATE OF WISCONSIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/28/2023

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

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
245 South Executive Drive
Suite 200
Brookfield WI 53005

CONTACT NAME: Sharon Bannach
PHONE (A/C, No, Ext): 262-792-2214 **FAX (A/C, No):** 262-792-1712
E-MAIL ADDRESS: Sharon_Bannach@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover Insurance Company	22292
INSURER B : Allmerica Financial Benefit Insurance Co	41840
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Specialty Underwriters LLC
9667 S 20th St
Oak Creek, WI 53154

COVERAGES **CERTIFICATE NUMBER:** 788117720 **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	X COMMERCIAL GENERAL LIABILITY			ZH1D05151708	10/1/2023	10/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			AW1D05160410	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			UH1D05151608	10/1/2023	10/1/2024	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED / X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WH1D73739105	10/1/2023	10/1/2024	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

State of New Hampshire Administrative Services, Bureau of Purchase and Property
25 Capitol Street, Room 102
Concord NH 03301
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Michael Berg

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January 8, 2024

Mr. Steven Burgess
State of New Hampshire
Bureau of Purchase & Property
State House Annex
25 Capitol Street
Concord, NH 03301-698

Re: Bid Number 2867-24 – Lab Equipment Maintenance & Repair

Dear Mr. Burgess:

As part of the SU Group of Companies, Specialty Underwriters LLC is very pleased to be given the opportunity to respond to the State of New Hampshire's Request for Bid #2803-24 for Lab Equipment Maintenance & Repair Services. Specialty Underwriters has received and reviewed all addenda and written questions including the answers and clarifications to this RFB. Included in this response is Addendum #1as provided by the State of NH.

In response to the information provided by the State of NH – Division of Procurement & Support Services, SU has quoted all items at a 1st year annual cost of $425,623. (*Note: there is one item on the quote that is duplicated on lines 235 and 247)*

In addition to the required Scope of Services included herein, SU's Equipment Maintenance Program offers many additional value adds as listed in the attached.

This RFB Response shall remain valid for one hundred eighty (180) days from the date of award issuance.

The primary contacts for this Request for Proposal will be:

Ric Kunnert
Market Specialist
Specialty Underwriters LLC
rkunnert@su-group.com
800.558.9910 Ext. 2355

We believe that our extensive experience and proven success will ensure the State of New Hampshire's Program is a continued success for years to come.

Respectfully,

Joseph Fallico
President

KEY benefits

Specialty Underwriters offers the most innovative, flexible, and comprehensive equipment maintenance management program (EMMP) available today. The program converts eligible contracts to a time and material basis, contract-to-contract, or alternative solutions, while managing the vendors and assuming this financial risk. With Specialty Underwriters, customers can take advantage of the following!

Cost reduction
Save up to 35% off existing maintenance contracts on a wide range of eligible equipment while maintaining the same great coverage and response times.

Increased cash flow
Quarterly or monthly program payments increase your cash flow

Comprehensive coverage
Corrective maintenance, PMs, repair parts *(glassware optional unless stated)* and rental of substitute equipment included

Consolidation
One contract with one common anniversary date, one payment, one point of contact for all equipment service issues and capped costs

In-house reimbursement
Corrective and preventative maintenance performed by the customer's in-house staff is reimbursed at a rate of $50 per hour

Second-source information
SU engineering resources offer second-source information

Asset management
SU provides equipment tags OR an equipment list to help track and manage service of assets covered *(reports available for internal stakeholders)*

Cash-out option
Available for recurrent defective equipment

Vendor of choice
Utilize any qualified vendor of your choice to service eligible equipment *(maintain direct contact with the service provider if you wish)*

Flexibility
Client can add or remove equipment from the program at any time

Improved accountability
Member only, real-time, online management reports help clients better evaluate equipment life-cycles and vendor performance

Stay in control
Client controls equipment maintenance decisions and costs

Reduced administrative burden
Less purchase orders (POs), invoices and paperwork related to equipment maintenance because SU pays vendor directly

Free analysis
Complete audit of maintenance data provided at no charge

Simplified invoicing
Single invoice or invoicing broken out by site/cost center covering service of all equipment regardless of vendor

STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 1/8/2024

Company Name: Specialty Underwriters LLC
Address: 9667 S. 20th Street, Oak Creek, WI 53154

To: Point of Contact: **Steven Burgess**
Telephone: **(603)-271-2009**
Email: **NH.Purchasing@das.nh.gov**

RE: Bid Invitation Name: **Lab Equipment Maintenance & Repair**
Bid Number: **2867 -24**
Bid Posted Date (on or by): **December 26, 2023**
Bid Closing Date and Time: **January 9, 2024 @ 10:00 AM (EST)**
Dear Steven Burgess:

[Insert name of signor] Elaine Wilson, on behalf of Specialty Underwriters LLC [insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # **2867-24** for **Lab Equipment Maintenance & Repair** at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
   a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
   b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
   c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
   d. Is currently debarred from performing work on any project of the federal government or the government of any state;
   e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
   f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
   g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
   h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
   i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
   j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature Elaine Wilson **Authorized Signor's Title** Business Manager

Contractor Initials EW
Date 1/8/2024

REQUEST FOR BID FOR LAB EQUIPMENT MAINTENANCE & REPAIR SERVICES FOR THE STATE OF NEW HAMPSHIRE

PURPOSE:
The purpose of this bid invitation is to establish a contract for Lab Equipment Maintenance & Repair services to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

RFB 2867-24 is a rebid of RFB 2803-24 with a new offer sheet that produces a clearer offer for the entirety of the contract by moving the equipment with a mid-contract start date to the year in which it will start. The offer sheet now allows year 1 pricing; year 2 pricing; and pricing for the remainder of the contract, years 3 through 5.

INSTRUCTIONS TO VENDOR:
Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, and signed page one of the bid invitation.

BID SUBMITTAL:
All bids shall be submitted on this form (or an exact copy), shall be typed or clearly printed in ink, and shall be received on or before the date and time specified on page 1 of this bid under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by **email to NH.Purchasing@DAS.NH.Gov**. All bids shall be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

BID INQUIRIES:
Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by email to Steven Burgess at Steven.H.Burgess@DAS.NH.Gov

Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

BID DUE DATE:
All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

ADDENDA:
In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is: https://apps.das.nh.gov/bidscontracts/bids.aspx.

TIMELINE:
The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

12/26/2023	Bid Solicitation distributed on or by
01/01/2024	Last day for questions, clarifications, and/or requested changes to bid.
01/09/2024	10:00 AM (EST) Bid Closing
Upon G&C approval	Implementation of Contract

TERMS OF SUBMISSION:
All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

Contractor Initials CW
Date 1/8/2024

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

CONTRACT TERM:

The term of the contract shall commence upon approval of the Governor and Executive Council through June 31, 2029, a period of approximately five (5) years.

The contract may be extended for up to an additional two years thereafter under the same terms, conditions, and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of Administrative Services.

CONTRACT AWARD:
The award shall be made to the Vendor(s) meeting the criteria established in this RFB and providing the lowest cost in total. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract(s).

Successful Vendor shall not be allowed to require any other type of order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

The State of New Hampshire reserves the right to add or delete equipment throughout the term of a resultant contract. For the addition of new equipment, a requesting agency shall submit a request for quote (RFQ) including a detailed scope of work to the successful contractor. Quotes shall be consistent with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. Any addition of new equipment which constitutes a material change or increase in the assigned price limitation shall be effective upon approval of a contract amendment. Changes which do not constitute material change in scope of service or increased contract price limitation shall be effective upon written approval of the requesting agency.

NOTIFICATION AND AWARD OF CONTRACT(S):
Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

Bid results may also be viewed on our website at https://apps.das.nh.gov/bidscontracts/bids.aspx.

For Vendors wishing to attend the bid closing: **Names of the Vendors submitting responses and pricing shall be made public. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.**

LIABILITY:
The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:
Generally, the full contents of any proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to a bid or proposal that a Bidder considers confidential shall be clearly designated in the following manner:

If the Bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is *not* acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential **must** be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted

Contractor Initials CW
Date 1/8/2024

copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will assess what information it believes is subject to release; notify the Bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Bidders acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFB;
- The State is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Bidder.

TERMINATION:
The State of New Hampshire shall have the right to terminate the contract at any time with a thirty (30) day written notice to the successful Vendor.

VENDOR CERTIFICATIONS:
All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

- STATE OF NEW HAMPSHIRE VENDOR APPLICATION: To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee: https://DAS.NH.Gov/Purchasing

- NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION: To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: https://sos.nh.gov/corporation-division/

- CONFIDENTIALITY & CRIMINAL RECORD: If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.

- CERTIFICATE OF INSURANCE:
  Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure 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. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

BID PRICES:

Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **shall be built into your bid price** at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Per Administrative Rule 606.01(e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

PRICE ADJUSTMENTS:

The bid prices shall remain firm for the term of the Contract. A request for a price escalation will: 1) only be considered for subsequent years after the third year; and 2) must be submitted at least sixty (60) days prior to the end of a current year; and 3) must be approved by the Parties prior to the next year effective date. The Contractor will be required to provide sufficient documentation to justify the requested price escalation(s). The State of NH will determine the acceptability of sources. Any accepted price escalation will be no higher than the consumer price index (CPI) or employment cost index (ECI) for the northeast region; whichever is lower, for the 12-month period ending

Contractor Initials CW
Date 1/8/2024

three months prior to the end of the current term of the contract. Approval of a price escalation request will be at the sole discretion of State of NH. Retroactive price increase adjustments will not be considered.

Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer.

AUDITS AND ACCOUNTING:
The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

USAGE REPORTING:
The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter to Bureau of Procurement Services, Steven Burgess and sent electronic to Steven.H.Burgess@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
    - o Percentage of recycled materials contained within finished products.
    - o Percentage of waste recycled throughout the manufacturing process.
    - o Types and volume of packaging used for transport.
    - o Any associated material avoided and/or recycled as applicable under contract.
    - o A standardized reporting form will be provided after contract award.
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- In Excel format

ESTABLISHMENT OF ACCOUNTS:
Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under this bid invitation, as if an account already exists for the agency.

ELIGIBLE PARTICIPANTS:
Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

PAYMENT:
Payment method (P-Card or ACH). **Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the State of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments:** https://www.nh.gov/treasury/state-vendors/index.htm Eligible participants shall negotiate their own payment methods with the successful Vendor.

INVOICING:
Invoices shall be submitted to the corresponding State agency after completion of work.

TERMS OF PAYMENT:
Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

VENDOR RESPONSIBILITY:
The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: *https://apps.das.nh.gov/bidscontracts/bids.aspx*.

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda.

Contractor Initials CW
Date 1/8/2024

The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

In preparation of a bid response, the prospective Vendor shall:

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.

It is the responsibility of the Vendor to maintain any awarded 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://www.das.nh.gov/purchasing/vendorresources.aspx.

IF AWARDED A CONTRACT:

The successful Vendor shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

Section 1.3	Contractor Name
Section 1.4	Contractor Address
Section 1.11	Contractor Signature
Section 1.12	Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)

- Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.
- Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

SPECIFICATIONS:

Complete specifications required are detailed in the **SCOPE OF SERVICES** section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

SITE VISITATION:

Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the sites of the intended service, to determine everything necessary to accomplish the services. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete services.

SCOPE OF SERVICES:

Agilent Instruments:

The vendor shall cover the following services of laboratory equipment/instrumentation currently manufactured by Agilent:

The Vendor shall provide:

1. *Maintenance and repair services for all instruments, their components, and their peripherals (excluding computer hardware and printers) including but not limited to those listed on the attached Offer Sheet.*
2. *Telephone or email responses within four (4) hours of the initial notification of the need for service to acknowledge receipt of the request.*
3. *Unlimited toll-free telephone support to isolate and resolve hardware and software problems or to determine the need for on-site repair. The decision to elevate to a service order must be made within one (1) business day of initial call for service.*
4. *Unlimited on-site repair services to begin within three (3) business days from the time of call for service was initiated. All labor, travel costs and telephone assistance costs, and original equipment manufacturer (OEM) service parts, including consumable parts and supplies required for repair, are included and are the sole responsibility of the vendor.*
5. *Maintenance and repair services between the hours of 8:30 AM and 4:00 PM, Monday through Friday. Agency approval will be required beyond these hours both to start or complete service. Emergency repairs must occur at a mutually agreeable time that has been confirmed by the contact person for the repair.*

Contractor Initials CW
Date 1/8/2024

6. *Arrival 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.*

7. *Timely access to OEM parts that are determined necessary for repairs. Any replacement parts shall be previously unused. The use of Factory refurbished, or original vendor refurbished parts may be used in certain cases with state approval. This approval must be sought from the State Agency contact for each instance a refurbished part is to be used.*

8. *Completion of repair within five (5) business days of the start of on-site work. This includes the time needed to access OEM parts which are not on hand. If unable to do so, the vendor shall escalate the repair to an OEM engineer to complete the repair* ***or*** *shall offer explanation to and obtain permission from the state in writing to continue working on the repair themselves if vendor is not the OEM.*

9. *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 vendor.*
10. *Immediate notification of all recommended critical software issues and patches.*
11. *Software updates from the original manufacturer will be made available and provided as part of the contract.*
    a. *Note for 9-11: All billable and non-billable OEM software, hardware, and documentation considered by the OEM to be updates must be included in the contract. OEM Upgrades would not be covered.*

12. *Removal and replacement of all defective or unsuitable parts or components by vendor within two (2) business days of notification to the vendor.*
13. *One (1) Preventative Maintenance (PM) visit performed by Field Service Engineer annually. Annually is defined as no sooner than 11 months and no later than 13 months from the previous PM visit. 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.*
    e. *A preventative maintenance report shall be provided describing all work conducted, parts that were replaced and test results.*

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.

ADDITIONAL REQUIREMENTS:

The State requires one-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 Vendor shall not commence work until such time they have been met at the laboratory and briefed by a member or representative of agency laboratory staff.

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Vendor's employees, equipment or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Vendor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor to dismiss from the work such employees as 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.

The Vendor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the 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 the State Agency.

The Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

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

Contractor Initials CW
Date 1/8/2024

WARRANTY REQUIREMENTS:

The successful Vendor shall be required to provide warranties on all equipment provided by the Vendor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

OBLIGATIONS AND LIABILITY OF THE VENDOR:

The successful Vendor shall perform all work and furnish all materials, tools, equipment and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Services included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.

The successful Vendor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

NON-EXCLUSIVE CONTRACT:

Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

DISASTER RECOVERY:

Do you provide emergency preparedness plan to aid the State during an emergency or disaster recovery with specifics as to response time, availability of supplies and goods and services offered? **Yes or No** (circle one)

If yes, please include hard copy and/or link to website for further information. This information is not considered part of award criteria and is considered informational only.

OFFER:

Vendor hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted in the offer sheet, in complete accordance with the general and detailed specifications included herewith.

Please see attachment 1 for RFB 2867-24. The offer sheet has been divided into two sections:
1. section a: PUBLIC HEALTH LAB
2. section b: DEPT OF SAFETY)

Vendor must bid on both sections to be considered compliant.

VENDOR CONTACT INFORMATION:

Please provide contact information below for a person knowledgeable of and who can answer questions regarding this bid response.

Ric Kunnert	414-281-1100	800-558-9910
Contact Person	Local Telephone Number	Toll Free Telephone Number
ewilson@su-group.com	www.su-group.com	
E-mail Address	Company Website	
Specialty Underwriters LLC	9667 S. 20th Street, Oak Creek, WI 53154	
Vendor Company Name	Vendor Address	

DELIVERY LOCATIONS:

The following are the current State of New Hampshire agency/institution locations which, if you are awarded a contract, you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations, as needed. This listing does not include any eligible participants.

If required, please see NH District Map for clarifications.
https://www.nh.gov/dot/org/operations/highwaymaintenance/documents/DistrictEngineersMap-August2015.pdf

ATTACHMENTS:

Contractor Initials CW
Date 1/8/2024

The following attachments are an integral part of this bid invitation:
Attachment A: Sample P-37 Form
Attachment 1: Offer Sheet

The Bid Opening is open to the public online at the following:

Microsoft Teams meeting
Join on your computer, mobile app or room device
Click here to join the meeting
Meeting ID: 232 093 448 674

Passcode: U4ynyD
Download Teams | Join on the web
Join with a video conferencing device
nhgov@m.webex.com
Video Conference ID: 112 606 797 7
Alternate VTC instructions
Or call in (audio only)
+1 603-931-4944,,544839567# United States, Concord
Phone Conference ID: 544 839 567#
Find a local number | Reset PIN
Learn More | Meeting options

Contractor Initials CW
Date 1/8/2024

ATTACHMENT A

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 2/23/2023)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On:			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials CW
Date 1/8/2024

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, 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.

3.3 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. 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 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, 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 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. 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.

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

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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

Contractor Initials CW
Date 1/8/2024

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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.
10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.
12.2 For purposes of paragraph 12, 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.
12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.
12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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

Contractor Initials CW
Date 1/8/2024

Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

Contractor Initials CW
Date 1/8/2024

STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT AND SUPPORT SERVICES

BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398

Date of Change: January 4, 2024

ADDENDUM # 01 TO BID INVITATION 2867-24

DATE AND TIME OF BID CLOSING: 1/9/2024 10:00 AM

FOR: Lab Equipment Maintenance & Repair

Question 1: Regarding the spreadsheet, in the 3rd pricing column is the State looking for Year #3's price alone, or a sum total of the last three years of the contract for each line item?
State Response: The sum total for years 3, 4, and 5.

Question 2: If it is the cumulative 3-year total being requested for each line item, how will any requested increases be handled in years 4 & 5 vis-à-vis the Price Adjustments section on page 4?
State Response: Yes, the Price Adjustments section starting on page 4 details how price adjustments are to be submitted and how they will be evaluated.

Question 3: Regarding the Price Adjustments section on page 4, in the unlikely event that a reasonable (utilizing information from CPI, ECI, or other acceptable sources) price increase proposed by the Contractor is ultimately rejected by the State, will the Contractor have the ability to opt out of the remainder of the contract at no fault?
State Response: Contract termination will be determined per the P-37 general provision agreement.

PURCHASING AGENT: STEVE BURGESS
Email: NH.Purchasing@das.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

RESPONDENT BUSINESS NAME: Specialty Underwriters LLC

ADDRESS: 9667 S. 20th Street, Oak Creek, WI 53154

PRINT NAME: Elaine Wilson SIGNATURE: Elaine Wilson

TEL. NO. 414-281-1100 EMAIL ADDRESS: ewilson@su-group.com

Please visit: https://das.nh.gov/purchasing/vendorresources.aspx (click on "Bid and Proposals") for complete bid and addendums.

Note: The state has created an offer sheet that produces a clearer offer for the entirety of the contract by moving the equipment with a mid-contract start date to the year in which it will start.
The offer sheet now allows year 1 pricing; year 2 pricing; and pricing for the remainder of the contract, years 3 through 5.

Offer Sheet

ITEM	CONTRACT INFO	MODEL	S/N	BID PRICE	BID PRICE	BID PRICE
PUBLIC HEALTH LABS (PHL)				6/30/2024 - 07/01/2025	06/30/2025 - 07/01/2026	06/30/2026 - 07/01/2029
Agilent ICPMS 7700 System (ICPMS-10200): SYS-IM-7700/S-STAT-ICPMS-423035 79733						
ASX-500 Series Autosampler	O ICPMS-10200	G3286A	11054A520	$ 14,950.00	$ 14,950.00	$ 44,850.00
Heat Exchanger		G1879B	109800256			
Agilent 7700x ICP-MS		G3281A	JP10010700			
Agilent GC 6890 System (IGC-04223): SYS-GC-6890/S-STAT-GC-623407 25873						
7683 Autosampler tray module	H (CHEM2 GC/ECD) IGC-04223	G2614A	CN60338206	$ 1,499.00	$ 1,499.00	$ 4,497.00
6890N Network GC System		G1530N	CN10606077			
7683B Autoinjector Module		G2913A	CN60230656			
Agilent 5975 Diffusion System (GCMS-12569): SYS-GM-5975D/S-STAT-GCMS-466462 46961						
Agilent 7890A Series GC Custom		G3440A	CN10916010			
5975C VL Inert MSD EI Diffusion Pump	H(CHEM7-525)	G3170A	US97012569	$ 4,338.00	$ 4,338.00	$ 13,014.00
7693A Autoinjector		G4513A	CN91300498			
7693A Tray, 150 Vial		G4514A	CN91100087			
Ion Gauge Controller for use w/ 5975 MSD		G3397A	G31A7565			
Agilent SYS-LM-QQQ/S-STAT-LCMS-2-15950						
1290 Thermostatted Column Compartment		G1316C	DE BAC03750			
1290 Thermostat		G1330B	DE BA408701			
LC/MS Triple Quadrupole HS System		G6460A	SG12167205			
1260 Infinity high Performance Degasser		G4225A	JPAAA00653			
1260 Binary Pump	LRNo/LCMSD -67205/Javier (G3)	G1312B	DE AC803580	$ 26,437.00	$ 26,437.00	$ 79,311.00
Degasser		G4225A	JPAAA00653			
1260 high Performance Autosampler		G1367E	DE ACD02345			
Rough pump		Edwards E2M28	179475882			
Pfiffer Split Turbo			SG12167205			
Peak NM-3G Nitrogen Generator			A15-12-495			
SYS-LM-QQQ /S-STAT-LCMS-105737-38430	LCMSD-07105 (r1) (CHEM8)					
1260 Infinity high Performance Degasser		G4225A	JPAAA02361			
1260 Binary Pump		G1312B	DE ACB05272			
6430 Triple Quadrupole LC/MS system		G6430A	SG13107105	$ 16,989.00	$ 16,989.00	$ 50,967.00
LC/MS API Electrospray Source		G1948B	SG13099050			
1290 Thermostatted Column Compartment		G1316C	DE BAC06095			
1260 high Performance Autosampler		G1367E	DE ACD03401			
Agilent SYS-GM-5973T/S-STAT-GCMS-10537- 78471 GCMS 5973 TURBO SYSTEM	C (Alicia)					
Ion Gauge Controller		598648	US60112191			
7683B Autoinjector Module		G2913A	CN53627492			
5973 Inert MSD EI/PCI/NCI Mainframe		G2589A	US52430899			
6890N Network GC System Custom*		G1540N	US10538020			
Rough pump		Edwards Model# E2M15	27471120			
Gerstel MultipurposeSampler MPS2 Twister			US52430899			
Rail			1210904	$ 13,257.00	$ 13,257.00	$ 39,771.00
	LRNc/ GC/MS Alicia		1210925			
Arms			11789			
			11762			
Controller			119460			
Agitator			10272			
Peltier Thermostat			61010-1			
PAL (2)			MB01-00A			
Tray cooler			567			
SYS-GM-5975T/S-STAT-GCMS-294891 30828 GCMS 5975 TURBO SYSTEM						
Agilent 7890A Series GC Custom		G3440A	CN11211030			
5975C Inert XL MSD Perf Turbo EI Mnfr.		G3172A	US11213723			
Ion Gauge Controller for use w/ 5975 MSD		G3397A	G3181935			
Gerstel MPS Multipurpose sampler			US11213723			
Rail			219229			
	LRNc/GC/MS Camilo		380070	$ 10,556.00	$ 10,556.00	$ 31,668.00
Arms			783			
			787			
Controller			07411-01323			
Agitator			13151			
Peltier Thermostat			610101			
PAL (2)			218613			
Tray cooler			546			
LC 1260 System	SYS-LC-1260(CHEM9 Glyphosate)					
1260 Quaternary Pump		G1311B	DE AB709901	$ 2,631.00	$ 2,631.00	$ 7,893.00
1260 Infinity Fluoresc. Detector Spectra		G1321B	DE ABW04874			
1260 Standard Autosampler		G1329B	DE AAC24378			
GCMS 5977 Turbo System Adv Funct						
Ion Gauge Controller kit for 5977		G3397B	CI1 O			
Agilent 7890B Series GC Custom	SYS-GM-5977T-X (CHEM3 VOA-8260)	G3440B	CN15043108	$ 7,208.00	$ 7,208.00	$ 21,624.00
5977A Inert MSD EI Turbo Pump		G7038A	US51914413			
Stratum PTC Sample Concentrator		TMR-9800	US14344007			
AquaTek 100 Liquid Autosampler		TMR-AQUA100	US15070001			

GCMS 5977 Turbo System Ion Gauge Controller kit for 5977 Agilent 7890B Series GC Custom 5977A Inert MSD EI TurboPump Teledyne Stratum P&T Teledyne Aquatek 100	SYS-GM-5977T (CHEM4 VOA-S24)	G3397B G3440B G7037A TMR 9800 TMR AQUA 100	CIFY CN15043129 US15041404 US14091005 US14093003	$ 6,595.00	$ 6,595.00	$ 19,785.00
GCMS 5977 Turbo System Ion Gauge Controller kit for 5977 Agilent 7890B GC for MS with SSL inlet 5977A Extr. MSD EI Turbo Pump Gerstel MultipurposeSampler MPS Rail: Arms Controller C506 Agitator Peltier Thermostat PAL (2) Tray cooler	LRNc/SYS-GM-5977T (José) NH GCMS 4M214	9019130	CICP CN14233037 US1424M714 US1424M714 279611 2601 2607 07411-01656 15466 61010-1 279722, 279077 1006	$ 11,187.00	$ 11,187.00	$ 33,561.00
Agilent GCMS GC S/N US 2020A026 , Model 8890 MSD S/N US 2017 M029, Model: G7077B Rough pump Gerstel MPS (components below) Cryogenic trap PAL RTC,Tray cooler: 516274 Keypad: 516700 Attachment for syringes: 517930 Rail: 513454 Agitator: 517438	LRNc/ GC/MS Jasmine	Agilent Model # G7077-80057	MY20140064 GER 009007-590 00	$ 13,527.00	$ 13,527.00	$ 40,581.00
LC 1260 System 1260 Quaternary Pump 1260 Infinity Fluoresc. Detector Spectra 1260 Standard Autosampler	SYS-LC-1260-X (CHEM11 Carbamate)	G1311B G1321B G1329B	DE AB713262 DE AB905869 DE AAC33272	$ 2,631.00	$ 2,631.00	$ 7,893.00
** **ICP 5100 System** G80110A 5100ICP OES G8410A sps 7 Autosampler G8481-80001 Chiller	ICP OES 5100 System WAL	G80110A G8410A G8481A	MY16030004 AU1550094 7 7B1670662	$ 14,508.00	$ 14,508.00	$ 43,527.00
SYS-IM-7700/S-STAT-IM-105737-25499 Heat Exchanger ASX-500 Series Autosampler Agilent 7700x ICP MS Rough Pump Edwards	FERN\Anya	G1879B ASX 520 G3281A	SH16B1536 110517A520 JP12291900 006414320	$ 14,950.00	$ 14,950.00	$ 44,850.00
Agilent SYS-GM-5975T/S-STAT-GCMS-623407 52410 GCMS 5975 TURBO SYSTEM 6890N Network GC System Custom **5975C Inert XL MSD Perf Turbo EI** 7683B Autoinjector Module 7683 Autosampler tray module	FERN\Amar	G1540N G3172A G2913A G7614A	US10543013 US53931734 CN62733368 US54215512	$ 4,793.00	$ 4,793.00	$ 14,379.00
Agilent GCMS 5977A turbo system 7693 Autosampler tower 7890 B Series GC custom **7693 Multimode Inlet** 5977A Extr. MSD EI Turbo	FERN\Shakira	G4513A G3440B G4514A G7040A	CN13330053 US14393022 CN14780038 US1438N515	$ 5,991.00	$ 5,991.00	$ 17,973.00
Agilent LC 1200 System 1260 Series Binary Pump 1200 Thermostatted Column Compartment 1200 Cooled Thermostated ALS, HP ALS SL 1200 Micro Vacuum Degasser 1200 Series	FERN\Buffy		DE63061374 DE90360831 DE60555441 JP82012065 DE84969022	$ 3,497.00	$ 3,497.00	$ 10,491.00
Agilent LC 1260 System G1311B 1260 Quat Pump G1329B 1260 ALS G1316a 1260 TCC G1910B 1290 Thermostat	BIOM HPLC Ula		DEAB713633 DEAAC33809 DEACH36108 DEBAA21893	$ 2,293.00	$ 2,293.00	$ 6,879.00
Agilent 8800 ICP/MS QQQ G3663A 8800 ICP MS Triple Quad G3292 80000 Chiller DS 402 Pump FAST 4DX Autosampler	BIOM ICP-MS Garcia	G3663A G3292 80000 DS 402 SC 4DX	JP14100285 JU1540629 MY2038RA10 4DXX A-170619	$ 15,217.00	$ 15,217.00	$ 45,651.00
Agilent G6460/1260 LCMS System G6460 QQQ MSD 1260 Binary Pump 1260 Multi-sampler with a sample cooler 1260 Thermostatted Multicolumn Comp w/ 2 port switching valve Degasser Rough pump Peak NM 3G Nitrogen Generator	LRNc G6460 Triple Quad MSD (Aakash)		SG17127304 DE AE900217 DE AE CK00317 DE AE M00669 G7116A, DE AE M00669 JF1712V143 A-16-17-219	$ 26,688.00	$ 26,688.00	$ 80,064.00
ICP/MS Agilent ICPMS 7800 System 7800 ICP-MS SPS 4 Autosampler Heat Exchanger	ICP/MS-4	G7215C G8410A G1879 80203	SG1333321 AU18104646 1807-04213	$ 15,653.00	$ 15,653.00	$ 46,959.00
GC/MS Agilent 5977B GC/MS System (Turbo pump)						

5977B inert MSD	CHEM12	G7077B	US11839M001	$ 5,385.00	$ 5,385.00	$ 16,155.00
7890B Series GC		G3442B	CN18263035			
7693A Autosampler		G4513A	CN10520189			
7693A tray, 150 vial		G4514A	CN18100075			
Ion gage		G3397B	GICO			
Agilent ICP/MS	**LRNc 8800 (Tara)**			$ 16,065.00	$ 16,065.00	$ 48,195.00
8800 QQQ			JP17010671			
SPS 4			AU17323548			
pump			E7M18			
Rough pump		G1833-61003	170497502			
Chiller			1802-05700			
GC/MS Agilent 5977C	**CHEM 14**			$ 8,581.00	$ 8,581.00	$ 25,743.00
5977C MSD			US72328A06			
8890 GC			US7241A063			
Autosampler 7693A						
Tray		G4514A	R027387027			
Injector		G4514A	R027475091			
ICP-MS AGILENT / $348574 GALAXY	**LRNc/Galaxy**			$ 16,354.00	$ 16,354.00	$ 49,062.00
G3665A		MDL# 8900 QQQ	S/N SG21304099			
G8410A		MDL# SPS 4	MDL# SPS 4 S/N AU211011046			
ROUGH PUMP		MDL# M540-5				
G8496-24000 - RECIRCULATING CHILLER			S/N 2109-06170			
Agilent G6470/1260 LCMS System	**ODZA/Merry Pippin**			N/A	Service to start Oct 20, 2025	$ 54,078.00
G6460 QQQ MSD		G6470B	SG2210G217			
1260 Binary Pump		G7112B	15880217			
1260 Multi-sampler with a sample cooler		G7167A	DE AGA01147			
1260 Thermostatted Multicolumn Comp w/ 7-port switching valve		G7116A	DE AE03166G		$ 16,076.00	
Rough pump			E123008518			
Peak NM-3G Nitrogen Generator		PI AirGenius XE				
HPLC 13 / SYS-LC-126011	**LC1260 Infinity II System**			$ 7,831.00	$ 7,831.00	$ 23,493.00
G7129A			DE AE Q51059			
G7116A			DE AE M10267			
G7111B			DE AE 103809			
G7117C			DE AE K10755			
SYS-IM-7850	**IC RM/Astrid**			$ 8,568.00	$ 8,568.00	$ 35,704.00
Recirculating Chiller		G8496-2400	2202-00063			
SPS4 Autosampler		G8410A	AU221213009			
Agilent 7850 ICP MS		G8422A	SG22171276			
Rough Pump		X3705-64000	IT22125152			
			PUBLIC HEALTH LAB TOTALS	$ 298,180.00	$ 314,256.00	$ 948,618.00
DEPARTMENT OF SAFETY (DOS)						
SYS-GM-5975T/S-STAT-GCMS-105737-63479	**Agilent 5977A GCMS "Tox A"**			$ 5,427.00	$ 5,427.00	$ 16,281.00
5977B MS		G7081B	US1816R022			
7890B GC		G3442B	CN18033060			
7693 Auto Injector		G4513A	CN18140190			
7693 Autosampler Tray		G4514A	CN18170058			
	Agilent 5977B GCMS "Tox B"			$ 5,427.00	$ 5,427.00	$ 16,281.00
5977B MS		G7081B	US1833R071			
7890B GC		G3442B	CN18263034			
7693 Auto Injector		G4513A	CN18340091			
7693 Autosampler		G4514A	CN18190106			
	Agilent 5975 GCMS "Tox C"			$ 4,679.00	$ 4,679.00	$ 14,037.00
7683 Autosampler		G2614A	CN61439008			
7683B Autoinjector		G2613A	US84007601			
6890+ GC		G1530A	US00025488			
5975B MS		G3171A	US62724564			
	Agilent 5975 GCMS "Tox E"			$ 4,447.00	$ 4,447.00	$ 13,338.00
7683 Autosampler/Injector		G4513A	CN10740134			
7890A GC		G3440A	CN10741111			
5975C MS		G3171A	US10767627			
	Agilent LC Triple Quad "Tox 1"			$ 16,239.00	$ 16,239.00	$ 48,717.00
Triple Quad		G6420A	SG15517005			
Degasser		G4225A	JPAA806780			
Binary Pump		G1312B	DE ADU10768			
Column Comp		G1316C	DE 8842390			
Autosampler		G7167A	DE ACK00156			
Peak Nitrogen Generator - ABN27A	**Generator - QQQ**		A16-07-433	$ 4,744.00	$ 4,744.00	$ 14,232.00
	Agilent "Tox TOF 2"			$ 30,492.00	$ 30,492.00	$ 91,476.00
TOF		G6230B	SG22380102			
Binary Pump		G7112B	DE AE901686			
iso Pump		G7110B	DE AGH02369			
Column Comp		G7116A	DE AE M11887			
Autosampler		G7167A	DE AGK01198			
Peak Nitrogen Generator		Genius XE 35	72206533			
Peak Nitrogen Generator – ABN27A	**Generator - "Tox TOF 1"**		A14-08-165	$ 4,744.00	$ 4,744.00	$ 14,232.00

QTOF	Agilent 6530 QTOF "Drug Chemistry"		SG17S12703	$ 40,696.00	$ 40,696.00	$ 122,088.00
ESI Source			SG18049003			
Binary Pump			DE AE900454			
Iso Pump			DE AG100583			
Column Comp			DE AE MD2090			
Autosampler			DE AG100217			
Peak Nitrogen Generator		NM32LA-A	771041961			
Agilent Cary 60 UV/Vis	Agilent Cary 60 UV/Vis		MY20509244	$ 4,918.00	$ 4,918.00	$ 14,754.00
UV/Vis 8454	UV/VIS Spectrophotometer		MY16450003	$ 1,815.00	$ 1,815.00	$ 5,445.00
UV/Vis 8453	UV/VIS Spectrophotometer		CN27309367	$ 1,815.00	$ 1,815.00	$ 5,445.00
Peak Generator	Peak NM32LA N Gen		A14-08-165	DUPLICATE S/N TO LINE 23	DUPLICATE S/N TO LINE 23	DUPLICATE S/N TO LINE 23
			DEPT OF SAFETY TOTALS	$ 125,443.00	$ 125,443.00	$ 376,326.00
			CONTRACT TOTAL	$ 423,673.00	$ 439,699.00	$ 1,324,944.00
					BID 2867-24 TOTAL AMOUNT	$ 2,188,266.00