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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 29, 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 Electronic Risks Consultants, Inc. (VC#166758), Phillipsburg, NJ in an amount up to and not to exceed $932,624.00 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 (DAS), through the Bureau of Purchase and Property (BoPP), issued request for bid (RFB) 2802-24 for lab equipment maintenance and repair on November 20, 2023, with responses due on December 13, 2023. The RFB was issued to replace expiring contract 8002862 with Electronic Risk Consultants, Inc. The RFB reached 28 vendors through the NIGP registry with an additional 4 directly sourced. There were 2 compliant responses received with the lowest bid being from Electronic Risk Consultants, Inc.

Following the closing of RFB 2802-24, BoPP attempted to negotiate a contract with the apparent low bidder, The Remi Group. BoPP attempted to negotiate a contract that was acceptable to both parties, however, The Remi Group took exception to standard language contained in the State of New Hampshire P-37 contract and requested language that was not consistent with the State's terms and conditions, resulting in their bid submission being non-compliant.

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 11 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.

The price limitation for this contract is not comparable to the expiring contract due to a scope of work change from the utilizing agencies. The expiring contract did not provide the level of service the laboratories expected from their original language, which resulted in unexpected expenses and additional equipment downtime The new scope of work was targeted to address these issues.

| Contract financials | |
|---|---|
| Estimated annual spend | $169,568.00 |
| Estimated 5-year term spend | $847,840.00 |
| Add allowance for balance of product line (10%) | $84,784.00 |
| Price limitation | $932,624.00 |

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

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

| | | | |
|---|---|---|---|
| Bid Description | Lab Equipment Maintenance and Repair | Agency | |
| RFB# | 2802-24 | Requisition# | |
| Agent Name | Steven Burgess | Bid Closing | 12/18/2023 |

Indicates Award: ☐

| Qty. | UOM | Product Description | ERC | Shimadzu | Full Spectrum | Remi Group |
|---|---|---|---|---|---|---|
| | | | Cost | Cost | Cost | Cost |
| 1 | 1 | Schimadzu and Sciex Equipment | $169,568.00 | Non-Compliant | $191,088.00 | Non-Compliant |
| | | **Sub Total** | **$169,568.00** | | **$191,088.00** | |

| | | | |
|---|---|---|---|
| **Estimated annual spend** | $169,568.00 | **Expiring contract annual** | N/A |
| **Estimated term spend** | $847,840.00 | **Expiring contract term** | N/A |
| **Add allowance for balance of product line** | $84,784.00 | **Cost increase/Savings X% or** | N/A |
| **Recommended price limitation** | $932,624.00 | **Delta: new vs. expiring** | N/A |

| **Recommendation Summary** | | | |
|---|---|---|---|
| Statewide Contract or Amendment | Statewide Contract | | |
| Term of Contract | 5 Years | | |
| Price Limitation | $932,624.00 | | |
| Number of Solicitations Received | 4 | | |
| Number of Sourced bidders | 4 | | |
| Number of NIGP Vendors Sourced | 28 | | |
| Number of non-responsive bidders | 28 | | |
| P-37 Checklist Complete | Yes | | |
| Method of Payment (P-card/ACH) | ACH | | |
| FOB Delivered | Yes | | |
| Expiring Contract Price Limitation | N/A | | |
| Total Cost Savings ($/%) | N/A | N/A | Increase/Savings |
| Special Notes: | | | |

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<br>Department of Administrative Services<br>Bureau of Purchase and Property | | 1.2 State Agency Address<br>25 Capitol Street, Room 102<br>Concord, NH 03301 | |
| 1.3 Contractor Name<br>Electronic Risks Consultants, Inc. | | 1.4 Contractor Address<br>1208 US Highway 22 East, Suite 4, Phillipsburg, NJ, 08865 | |
| 1.5 Contractor Phone Number<br>(908)823-0960 | 1.6 Account Unit and Class<br>Various | 1.7 Completion Date<br>06/30/2029 | 1.8 Price Limitation<br>$932,624.00 |
| 1.9 Contracting Officer for State Agency<br>Gary Lunetta | | 1.10 State Agency Telephone Number<br>(603) 271-2201 | |
| 1.11 Contractor Signature<br>Date: 4/17/2024 | | 1.12 Name and Title of Contractor Signatory<br>Stathis N. Zambas, CFO | |
| 1.13 State Agency Signature<br>Date: 4/30/24 | | 1.14 Name and Title of State Agency Signatory<br>Charles M. Arlinghaus, Commissioner | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: Director, On: | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: Duncan A. Edgar On: March 14, 2024 | | | |
| 1.17 Approval by the Governor and Executive Council *(if applicable)*<br>G&C Item number: G&C Meeting Date: | | | |



Contractor Initials

Date 4/17/2024

**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.



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**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.**



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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.



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## EXHIBIT A - SPECIAL PROVISIONS



Contractor Initials _____

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## EXHIBIT B - SCOPE OF SERVICES

### 1. INTRODUCTION:

Electronic Risks Consultants, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Lab Equipment Maintenance & Repair Services in accordance with the bid submission in response to State Request for Bid 2802-24 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 2802-24
- 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 2802-24," 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 Governor and Executive Council.

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

### 4. SCOPE OF WORK

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

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.



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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 contractor 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 contractor 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 contractor.

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.

12. Removal and replacement of all defective or unsuitable parts or components by contractor within two (2) business days of notification to the contractor.

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.



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**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 Contractor 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 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.

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.

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



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

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

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

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

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

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

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

## 5. 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 #2802-24, 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(430wdmjvb30yeies0qhg3pnm))/welcome.aspx



Contractor Initials

Date 4/17/2024

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

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

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

8. **CONFIDENTIALITY & CRIMINAL RECORD:**

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



Contractor Initials

Date 4/17/2024

## 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 $932,624.00; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

**10. PRICING STRUCTURE:**

| ITEM | CONTRACT INFO | S/N | ANNUAL COST 7/1/2024-6/30/2029 |
|---|---|---|---|
| PUBLIC HEALTH LABS (PHL) | | | |
| | **Peak NM-3G N2 Generator** | | $ 5,940.00 |
| Peak NM-3G Nitrogen Generator | | A15-12-495 | |
| **Sciex 5500 QT MS/Shimadzu LC System** | **BIOM LC-MS/MS Charlie** | | $ 42,552.00 |
| API 5500 Qtrap MS | | AU218861603 | |
| LC-20AD High Pressre Isocratic Parallel Pump | | L204353 53423 | |
| LC-20AD High Pressure Isocratic Parallel Pump | | L204353 53424 | |
| LC-20AD High Pressure Isocratic Parallel Pump | | L204356 54900 | |
| LC-20AD High Pressure Isocratic Parallel Pump | | L204356 54903 | |
| CTO-20A Column Oven with 7 port high pressure valve | | L202153 52599 | |
| DGU-20A3 Solvent Degasser | | L207053 66264 | |
| SIL-20A/C Autosampler | | L204553 50984 | |
| CBM-20A System Controller | | L202353 56299 | |
| Peak Genius ABN2ZA Nitrogen Generator | | A16-04-063 | |
| **Sciex 5500 MS/ Shimadzu LC System** | **BIOM LC-MS/MS Moe** | | $ 41,580.00 |
| API 5500 MS | | BB230201704 | |
| CTO-20A Column Oven with 7 port high pressure valve | | L202154 52929/Valve C20435551074 | |
| LC-20AD High Pressure Isocratic Parallel Pump | | L204354 53842 | |
| LC-20AD High Pressure Isocratic Parallel Pump | | L204354 53843 | |
| LC-20AD High Pressure Isocratic Parallel Pump | | L204354 53844 | |
| LC-20AD High Pressure Isocratic Parallel Pump | | L204354 53845 | |
| DGU-20A5R Solvent Degasser | | L20705467909 | |
| SIL-20A/C XR High Pressure Autosampler | | L20455451128 | |
| CBM-20A System Controller | | L20235456924 | |
| Peak Genius ABN2ZA Nitrogen Generator | | 770003269 | |
| | | | |



Contractor Initials

Date 4/17/2024

| DEPARTMENT OF SAFETY (DOS) | | | |
|---|---|---|---|
| **Shimadzu GC/MS QP2020 NX1 (Drug Chem / Instrument Room)** | **GC-Nexis 2030** | | |
| QP2020NX MS | | O21745650032 | $ 8,316.00 |
| AOC-20i Plus Auto Injector | | C12345602886SA | |
| AOC-20s Plus Auto Sampler | | C12135612703SA | |
| | **Shimadzu LCMS-8040** | | |
| LCMS | | O11405650005 | |
| Autosampler | | L20455551308 | |
| Controller | | L20235657620 | $ 26,780.00 |
| Parallel Pump | | L20435654558 | |
| Parallel Pump | | L20435654559 | |
| Column Oven | | L20205653272 | |
| Degasser | | L20705669864 | |
| | **Shimadzu QP2010 Plus GC/MS (Fire Debris)** | | |
| GCMS | | C70504450015 | $ 8,316.00 |
| Auto Injector | | C11314405577SA | |
| Autosampler | | C11514401324SA | |
| | **Shimadzu QP2010 Ultra GC/MS (Fire Debris)** | | |
| GCMS | | O20525150100 | $ 8,664.00 |
| Auto Injector | | C12125100305SA | |
| Autosampler Tray | | C12135100130SA | |
| | **Shimadzu QP2010 Ultra GC/MS (Drug Chem)** | | |
| GCMS | | O20525350197US | $ 8,316.00 |
| Auto Injector | | C12125305324SA | |
| Autosampler | | C12135303782SA | |
| | **Shimadzu QP2020** | | |
| GC/MS QP2020 | | 021425450048US | $ 8,664.00 |
| Auto Injector | | C12125410022SA | |
| Autosampler Tray | | C12135406667SA | |
| Parker Nitrogen Generator | **Generator** | (M)8/23/2019-S2744-1967 | $ 5,940.00 |
| Peak Solaris 10 Nitrogen Generator<br>Peak Solaris Air Compressor | **Generator** | 7221 00823<br>7221 00826 | $ 4,500.00 |



Contractor Initials

Date 4/17/2024

## 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 contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be amended, by agreement of the parties, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted equipment.

## 12. INVOICE:

Itemized invoices shall be submitted to the individual agency for the annual contract and shall include a description of the equipment and coverage under the terms of the contract.

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

Date 4/17/2024

**EXHIBIT D - RFB 2802-24**

RFB #2802-24 is incorporated here within.



Contractor Initials _____

Date 4/17/2024

## EXHIBIT E - CONTRACTOR'S BID

Contractor's bid is incorporated here within.



Contractor Initials

Date 4/17/2024

# State of New Hampshire

# Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ELECTRONIC RISKS CONSULTANTS, INC. is a New Jersey Profit Corporation registered to transact business in New Hampshire on January 16, 2007. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **570550**

Certificate Number: **0006663943**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of April A.D. 2024.

David M. Scanlan
Secretary of State

ERC
ELECTRONIC RISKS CONSULTANTS INC.

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

**YOUR BUDGET PROTECTORS**

April 10, 2024
Steven Burgess
Department of Administrative Service
Bureau of Purchase and Property
25 Capitol St
Concord, NH 03301

Re: Signing Authority

Dear Mr. Burgess

Electronic Risks Consultants, Inc., herein referred to as ERC, is in receipt of the State's Notice of Award for bid #2802-24 – Lab Equipment Maintenance and Repair.

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

Thank you,

Avraam Zambas
President / CEO
Electronic Risks Consultants, Inc.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/16/2024

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

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

PRODUCER
Acrisure LLC dba Eastern All Point
445 Godwin Avenue
Midland Park NJ 07432

CONTACT NAME: Eileen Hnath
PHONE (A/C, No, Ext): (201)445-0100 FAX (A/C, No): (201)445-8392
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Valley Forge Insurance Co | 20508 |
| INSURER B: Travelers Casualty Insurance Company of | 19046 |
| INSURER C: Continental Casualty Ins. Co. | 20443 |
| INSURER D: Charter Oak Fire Insurance Company (The | 25615 |
| INSURER E: Chubb Custom Ins. Co. | 38989 |
| INSURER F: | |

INSURED
Electronic Risks Consultants Inc.
1208D US HIGHWAY 22 EAST
SUITE 4
PHILLIPSBURG NJ 08865

COVERAGES CERTIFICATE NUMBER: 23-24 Liab REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [ ] OCCUR [X]<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>OTHER: | | | 6021653660 | 9/15/2023 | 9/15/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Employment Practices Liability Cov | $ 2,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ 10,000 |
| B | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[X] ALL OWNED AUTOS<br>[ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS<br>[X] NON-OWNED AUTOS | | | BA2N646042 | 7/20/2023 | 7/20/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Total Pollution Exclusion | $ 1,000,000<br>$<br>$<br>$<br>$ |
| C | [X] UMBRELLA LIAB [ ] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED [X] RETENTION $ 10,000 | | | 6021653674 | 9/15/2023 | 9/15/2024 | EACH OCCURRENCE<br>AGGREGATE<br> | $ 3,000,000<br>$ 3,000,000<br>$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | UB4H248790 | 7/20/2023 | 7/20/2024 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| E | Technology E & O and Professional Liability | | | F15024471 | 8/23/2023 | 8/23/2024 | 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 St Room 125
Concord, NH 03301

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
Christopher Rossi/RQ

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**STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER**

Date: 12/11/2023

Company Name: Electronic Risks Consultants, Inc.
Address:
1208 US Highway 22 East, Suite 4

Phillipsburg, NJ 08865

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: **2802 -24**
Bid Posted Date (on or by): **November 20, 2023**
Bid Closing Date and Time: **December 13, 2023 @ 11:30 AM (EST)**
Dear **Corrine Tatro:**

(Insert name of signor) Stathis N. Zambas, on behalf of Electronic Risks Consultant, Inc. (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 # **2802-24** 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** _____ **Authorized Signor's Title** CFO



Contractor Initials _____
Date 12/11/2023

**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.

**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 Corrine Tatro 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.

| | |
|---|---|
| 11/20/2023 | Bid Solicitation distributed on or by |
| 12/01/2023 | Last day for questions, clarifications, and/or requested changes to bid. |
| 12/13/2023 | 10:30 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
Date 12/11/2023

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 by section. 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 filing 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



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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 RFP;
- 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:**
Bid prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. 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 decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer.

**PRICE ADJUSTMENTS:**

The bid prices shall remain firm for the first year of the Contract. A request for a price escalation will: 1) only be considered for subsequent years; 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).



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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 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.

**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.

**ESTIMATED USAGE:**
The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities **do not** include any eligible participant usage.

**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*.



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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.

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:**

**SHIMADZU, SCIEX INSTRUMENTS:**

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

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 within one (1) business day.*

4. *Unlimited on-site repair services within two (2) business days from the time of call for service. 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.*



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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.*
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.



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**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 below, in complete accordance with the general and detailed specifications included herewith.

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities do not include any eligible participant usage.

**SEE ATTACHED OFFER SHEET**

RFB 2802-24 Offer Sheet_S&S

**VENDOR CONTACT INFORMATION:**

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

| Jesse Olson | 908-823-0960 | 888-372-0555 |
|---|---|---|
| Contact Person | Local Telephone Number | Toll Free Telephone Number |

| bids@ercmaintenance.com | erc-corp.com |
|---|---|
| E-mail Address | Company Website |

| Electronic Risks Consultant, Inc. | 1208 US Highway 22 East, Suite 4 Phillipsburg, NJ 08865 |
|---|---|
| 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**



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**ATTACHMENTS:**

The following attachments are an integral part of this bid invitation:
Attachment 1: Sample P-37 Form
Attachment 2: Offer Section

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

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Microsoft Teams meeting
**Join on your computer, mobile app or room device**
Click here to join the meeting
Meeting ID: 222 230 930 878
Passcode: 6b2SHW
Download Teams | Join on the web
**Join with a video conferencing device**
nhgov@m.webex.com
Video Conference ID: 117 355 746 9
Alternate VTC instructions
**Or call in (audio only)**
+1 603-931-4944,,669124103# United States, Concord
Phone Conference ID: 669 124 103#
Find a local number | Reset PIN
Learn More | Meeting options



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**ATTACHMENT 1**

**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<br>Date: | | 1.12 Name and Title of Contractor Signatory | |
| 1.13 State Agency Signature<br>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)*<br>By: Director, On: | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: On: | | | |
| 1.17 Approval by the Governor and Executive Council *(if applicable)*<br>G&C Item number: G&C Meeting Date: | | | |



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**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



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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



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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.



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# 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: December 6, 2023

**ADDENDUM # 01 TO BID INVITATION 2802-24**

**DATE AND TIME OF BID CLOSING:** 12/13/2023 10:30 AM

**FOR**: Lab Equipment Maintenance & Repair

Question 1:

Regarding Scope of Service #4, would unlimited on-site repair services to begin within two (2) business days from the time of service order generation be acceptable?

**State Response:**

Bid Currently Reads:

3. Unlimited toll-free telephone support to isolate and resolve hardware and software problems or to determine the need for on-site repair within one (1) business day.
4. Unlimited on-site repair services within two (2) business days from the time of call for service. 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.

Change Bid to Read:

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.

Question 2:

Regarding the Entitlements 9-11, The service outlined in the scope is a separate offering for which there is a charge, if it is offered by the OEM. Is the software update package required?

**State Response:**

All billable and non-billable OEM software, hardware, and documentation must be included in the contract.

**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: Electronic Risks Consultant, Inc.

ADDRESS: 1208 US Highway 22 East, Suite 4 Phillipsburg, NJ 08865

PRINT NAME: Stathis N. Zambas SIGNATURE:

TEL. NO. 888-372-0555 EMAIL ADDRESS: bids@ercmaintenance.com

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

# 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: December 6, 2023

**ADDENDUM # 02 TO BID INVITATION 2802-24**

**DATE AND TIME OF BID CLOSING:** 12/13/2023 10:30 AM

**FOR**: Lab Equipment Maintenance & Repair

Question 1:

Can you clarify the answer to Question 2 in Amendment 01? The State Response indicates instrument hardware and software upgrades must be included, too.

- Is the State saying *all upgrades* available from the manufacturer, including, but not limited to, new software and upgraded instrument hardware, are to be provided by the awarded vendor at no added cost to the Departments?

**State Response:**

Entitlements 9-11 pertain to updates as recommended by the OEM. Upgrades would not be covered.

**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: Electronic Risks Consultants, Inc.

ADDRESS: 1208 US Highway 22 East, Suite 4 Phillipsburg, NJ 08865

PRINT NAME: Stathis N. Zambas SIGNATURE:

TEL. NO. 888-372-0555 EMAIL ADDRESS: bids@ercmaintenance.com

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

# 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: December 12, 2023

**ADDENDUM # 03 TO BID INVITATION 2802-24**

**DATE AND TIME OF BID CLOSING:** 12/13/2023 10:30 AM

**FOR:** Lab Equipment Maintenance & Repair

**Equipment Addition:**

The following equipment is to be included in the Offer Sheet - Attachment 1:

| DEPARTMENT OF SAFETY (DOS) | | | | |
|---|---|---|---|---|
| ITEM | CONTRACT INFO | MODEL | S/N | BID PRICE |
| Peak Solaris 10 Nitrogen Generator | | | 7221 00823 | $4,500 |
| Peak Solaris Air Compressor | | | 7221 00826 | |

**Current Bid Award Reads:**

"The award shall be made to the Vendor(s) meeting the criteria established in this RFB and providing the lowest cost in total by section."

**Change Bid Award to Read:**

"The award shall be made to the Vendor meeting the criteria established in this RFB and providing the lowest cost in total."

**Current Bid Closing Reads:**

12/13/2023 10:30 AM

**Change Bid Closing to Read:**

12/18/2023 10:30 AM

**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: Electronic Risks Consultants, Inc.

ADDRESS: 1208 US Highway 22 East, Suite 4 Phillipsburg, NJ 08865

PRINT NAME: Stathis N. Zambas SIGNATURE:

TEL. NO. 888-372-0555 EMAIL ADDRESS: bids@ercmaintenance.com

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