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Lori A. Weaver
Commissioner

Iain N. Watt
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4482 1-800-852-3345 Ext. 4482
Fax: 603-271-4932 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 15, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), on behalf of the Department of Administrative Services, as required pursuant to MOP 150, VII, C, to make a **Sole Source** purchase of immunizations to be distributed to healthcare providers from the vendors below in accordance with the Centers for Disease Control and Prevention (CDC) contracted prices in various amounts not to exceed a total of $15,997,967, effective July 1, 2025, upon Governor and Executive Council approval, through June 30, 2026. 100% Other Funds.

Funds are anticipated to be available in the following account for State Fiscal Year 2026, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-90-902510-51770000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: PUBLIC HEALTH DIVISION, BUREAU OF DISEASE CONTROL, VACCINES - INSURERS

Vendor Name	Vendor Code	Class / Account	Class Title	Job Number	Amount
Glaxosmithkline Pharmaceuticals	530018	513-500355	Vaccines	90023102	$2,189,680
Merck Sharp & Dohme LLC	427479	513-500355	Vaccines	90023102	$4,499,334
Sanofi Pasteur Inc.	176250	513-500355	Vaccines	90023102	$1,245,963
Pfizer, Inc.	222661	513-500355	Vaccines	90023102	$7,135,162
Moderna US Inc.	461570	513-500355	Vaccines	90023102	$927,828
				Total:	$15,997,967

EXPLANATION

This request is **Sole Source** because the New Hampshire Division of Public Health Services (DPHS) purchases immunizations for the State of New Hampshire universal purchase program through the CDC's

approved vaccine distributors to maximize buying power and decrease costs for Medicaid, commercial insurers, group health plans, health providers, and New Hampshire families.

Under the authority of RSA 126-Q and RSA 141:C-17, New Hampshire has a universal purchasing program for pediatric immunizations whereby the Department combines federal Vaccine for Children (VFC) Program funds that support the purchase of vaccine for low-income children with funds collected from commercial insurers by the New Hampshire Vaccine Association (NHVA). These combined funds, for publicly and commercially insured children, allow for the purchase of immunizations for all New Hampshire children under the age of nineteen, including those who are on Medicaid, uninsured, underinsured, have commercial insurance, and others. The universal purchase structure provides significant cost savings on immunization purchases at an approximate 30% reduction from the manufacturers' market rate. Universal purchasing maintains low administrative costs for commercial insurers and group health plans since they benefit from this discount and the purchasing efficiencies of the Department.

It is anticipated that 380,000 vaccines will be purchased in SFY 2026. The Department will then manage supply and distribution of the vaccines to healthcare providers ensuring proper storage, handling, and distribution, including temperature-controlled transport and inventory management. Physicians, clinics, and hospitals receive the State-supplied vaccines at no charge.

The Department has executed the universal purchase program since 2002 and New Hampshire childhood immunization rates compare favorably to national rates, in part due to this purchasing and distribution mechanism that makes it easy and cost-efficient for providers to have vaccines available for all children.

This authorization will enable the Department to purchase childhood immunizations directly from pharmaceutical companies at discounted rates, saving resources for public and private insurers and reducing immunization cost as a barrier to immunizing eligible children.

Respectfully Submitted,

for:

Lori A. Weaver
Commissioner

DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Service
Centers for Disease Control
and Prevention (CDC)

April 1, 2025

Dear Immunization Awardees:

The Centers for Disease Control and Prevention (CDC) has awarded new contracts for the purchase of pediatric vaccines for the Vaccines for Children program. The contractors are Bavarian Nordic (**75D30125D00197**), GlaxoSmithKline LLC (**75D30125D00198**), Merck Sharp & Dohme Corp. (**75D30125D00195**), Pfizer Inc. (**75D30125D00194**), and Sanofi Pasteur Inc. (**75D30125D00196**). Vaccine prices are listed on the CDC website:

https://www.cdc.gov/vaccines/programs/vfc/awardees/vaccine-management/price-list/index.html

The contracts expire March 31, 2026. Contract terms and conditions allow for immunization awardees to purchase vaccines from these contracts at prices listed at the referenced CDC website.

If there are any questions on this matter, please contact David Dombeck, Contracting Officer, at vwj8@cdc.gov.

Sincerely,

David S. Dombeck -S

Digitally signed by David S. Dombeck -S
Date: 2025.03.25 09:55:38 -04'00'

David Dombeck
Contracting Officer
Office of Acquisition Services
Office of Financial Resources
Centers for Disease Control and Prevention

DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Service
Centers for Disease Control
and Prevention (CDC)

03 SEP 2024

Dear Immunization Awardees:

The Centers for Disease Control and Prevention (CDC) has awarded new contracts for the purchase of Pediatric COVID vaccines for the Vaccines for Children program. The contractors are Moderna (75D30124D19011), Novavax (75D30124D19013) and Pfizer (75D30124D19009). Vaccine prices are listed on the CDC website:

https://www.cdc.gov/vaccines/programs/vfc/awardees/vaccine-management/price-list/index.html

The ordering period for these contracts expires May 31, 2025. Contract terms and conditions allow for immunization awardees to purchase vaccines from these contracts at prices listed at the referenced CDC website.

If there are any questions on this matter, please contact David Dombeck, Contracting Officer, at vwj8@cdc.gov.

Sincerely,

David S. Dombeck -S

Digitally signed by David S. Dombeck -S
Date: 2024.09.03 11:35:09 -04'00'

David Dombeck
Contracting Officer
Office of Acquisition Services
Office of Financial Resources
Centers for Disease Control and Prevention

DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
CONCORD, NEW HAMPSHIRE 03301-6398

DATE: 06/12/2024

TO: CHARLES ARLINGHAUS, COMMISSIONER
DEPT. OF ADMINISTRATIVE SERVICES

Requester: Department of Administrative Services, Bureau of Purchasing and Property	**Agency:** State of NH Immunization Program
Commodity: Immunization Vaccines	**Vendor:** Various/CDC
RFB/RFP/RFQ (if applicable) Multiple/Various	**Exemption #:** 19
Est. Amount:	**Class Exemption Expiration:** 06/30/2029

PERMISSION IS HEREBY REQUESTED TO CONSIDER THE FOLLOWING AS A CLASS EXCEPTION IN COMPLIANCE WITH THE REQUIREMENTS OF RSA 21-I:11, IV AND THE NEW HAMPSHIRE ADMINISTRATIVE RULE 600 FOR THE FOLLOWING REASONS:

This request is to establish a five (5) year class exception for New Hampshire Immunization Program (NHIP) within the Department of Health and Human Services, Division of Public Health Services, for the purchase of vaccines through the Federal CDC Contract.

In accordance with NH Immunization Program's Cooperative agreement (CoAg) with the Center for Disease control (CDC), the NHIP is required to purchase all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) via the agreement with CDC. The CDC vaccine contract is negotiated annually to ensure discounted prices from vaccine manufactures.

The vaccines for Children (VFC) program is a federal entitlement program that was enacted in 1994. The VFC program provides funding for states to purchase vaccines for children from birth to 18 years of age. Vaccines are distributed to partnered healthcare providers under the guidelines of of the Vaccine for Children Program (VFC).

The department is subsequently reimbursed by the NH Vaccine association through collection of payments from NH Insurers in accordance with NH RSA 126 Q

Term of the Exception is from July 1, 2024, through June 30, 2029.

SUBMITTED FOR ACCEPTANCE BY:

Carrie L Martin — Mathew T Stanton

PA / ADMIN / DEPUTY DIRECTOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES
ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

6.27.24

CHARLES M. ARLINGHAUS, COMMISSIONER **DATE**
DEPARTMENT OF ADMINISTRATIVE SERVICES

Lori A. Weaver
Commissioner

Iain N. Watt
Interim Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

BUREAU OF INFECTIOUS DISEASE CONTROL

IMMUNIZATION PROGRAM

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4482 1-800-852-3345 Ext. 4482
Fax: 603-271-3850 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 21, 2024

Department of Administrative Services
Division of Procurement and Support Services
Bureau of Purchase and Property
State House Annex
Concord, NH 03301-6398

RE: Request for Class Exception Waiver for Immunization/Vaccine

The NH Immunization Program (NHIP), within Department of Health and Human Services, Division of Public Health Services, requests a class exception waiver for purchase of immunization/vaccine. In accordance with the NH Immunization Program's Cooperative Agreement (CoAg) with the Centers for Disease Control (CDC), the NHIP is required to purchase all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) via the agreement with the CDC described herein.

The CDC contract, which is attached for reference, is negotiated annually to ensure discounted prices from vaccine manufacturers are afforded to awardees. Vaccines are purchased by NHIP with State funding for administration to all insured New Hampshire children, birth through 18 years of age. Vaccines are distributed to partnered healthcare providers under the guidelines of the Vaccine for Children Program (VFC) at no cost to providers. The Department is subsequently reimbursed by the NH Vaccine Association through collection of payments from NH insurers in accordance with NH RSA 126-Q.

If you have any questions concerning this request, please contact the NHIP Section Chief, Anne Marie Mercuri, at Annemarie.mercuri@dhhs.nh.gov.

Sincerely,

Iain N. Watt
Interim Director
Division of Public Health Services

cc: Anne Marie Mercuri, Immunization Section Chief

Attachment

ORDERING INSTRUCTIONS

Consolidated Pediatric/Vaccines for Children (VFC) Contracts

Period of Performance: April 1, 2024 - March 31, 2025

The Centers for Disease Control & Prevention (CDC) has awarded five contracts for the purchase of vaccines covered under the Vaccines for Children program. The period of performance is April 1, 2024 through March 31, 2025. **Vaccines purchased under these contracts are to be used only in children 18 years of age and younger.** Sale of the vaccine to any specific person or entity or reimbursement of vaccine costs is strictly prohibited. Free distribution of the vaccine is also prohibited except where the vaccine is administered in the context of awardee immunization program activities.

Specific information concerning vaccines awarded under each contract is provided on the pages listed below. Authorized purchasers may order vaccine from any or all of these contracts.

Contract Number	Contractor	Page Numbers
75D30124D18654	Bavarian Nordic	2
75D30124D18655	GSK	3 - 6
75D30124D18656	Merck	7 - 10
75D30124D18657	Pfizer	11 - 12
75D30124D18658	Sanofi	13 - 16
Payment, Return, and Delivery Information		17

Bavarian Nordic - contract number: 75D30124D18654

Item Number	Vaccine Description
01	**Small Pox and Monkeypox Vaccine, Live, Non-Replicating vaccine (MPOX)**

Product/Brand Name: **Jynneos™**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
MPOX	50632-0001-03	$2,295.00	$229.50
Package of 10			
Single dose vial	Fed. Excise Tax	TBD	TBD
	Total	$2,295.00	$229.50

***Note NDC 50632-0001-03 will not be immediately available for bulk orders as CDC completes set up tasks with Bavarian Nordic. CDC will send an additional notification when the product is available for bulk ordering.**

Ordering Address	Remittance Address
Bavarian Nordic Inc.	Bavarian Nordic Inc.
1005 Slater Road, Suite 101	1005 Slater Road, Suite 101
Durham, NC 27703	Durham, NC 27703

GlaxoSmithKline - contract number: 75D30124D18655

Item Number	Vaccine Description
01	**Diphtheria and Tetanus Toxoids and Acellular Pertussis Vaccine Adsorbed (DTaP)**

Product/Brand Name: **INFANRIX®**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
DTAP	58160-0810-52	$194.08	$19.408
Package of 10			
Single dose syringe	Fed. Excise Tax	$ 22.50	$ 2.250
	Total	$216.58	$21.658

Item Number	Vaccine Description
02	**Diphtheria and Tetanus Toxoids and Acellular Pertussis Adsorbed, Hepatitis B (Recombinant) and Inactivated Poliovirus Vaccine (DTaP/HB/IPV)**

Product/Brand Name: **PEDIARIX®**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
DTAP-IPV-HEP B	58160-0811-52	$623.19	$62.319
Package of 10			
Single dose syringe	Fed. Excise Tax	$ 37.50	$ 3.750
	Total	$660.69	$66.069

Item Number	Vaccine Description
03	**Diphtheria and Tetanus Toxoids and Acellular Pertussis Adsorbed and Inactivated Poliovirus Vaccine (DTaP/IPV)**

Product/Brand Name: **KINRIX®**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
DTAP-IPV	58160-0812-52	$452.79	$45.279
Package of 10			
Single dose syringe	Fed. Excise Tax	$ 30.00	$ 3.000
	Total	$482.79	$48.279

Item Number	Vaccine Description
04	**Hepatitis A Pediatric Vaccine (Hep A)**

Product/Brand Name: **HAVRIX®**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
HEP A (PED)	58160-0825-52	$231.41	$23.141
Package of 10			
Single dose syringe	Fed. Excise Tax	$ 7.50	$ 0.750
	Total	$238.91	$23.891

Item Number	Vaccine Description
05	**Hepatitis A and Hepatitis B (Recombinant) Vaccine (For Age 18 only) (Hep AB18)**

Product/Brand Name: **TWINRIX®**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
HEP AB	58160-0815-52	$715.80	$71.58
Package of 10			
Single dose syringe	Fed. Excise Tax	$ 15.00	$ 1.50
	Total	$730.80	$73.08

Item Number	Vaccine Description
06	**Hepatitis B (Recombinant) Pediatric/Adolescent Vaccine (Ages 0-18) (Hep B)**

Product/Brand Name: **ENGERIX-B®**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
HEP B (PED)	58160-0820-52	$166.25	$16.625
Package of 10			
Single dose syringe	Fed. Excise Tax	$ 7.50	$ 0.750
	Total	$173.75	$17.375

Item Number	Vaccine Description
07	**Haemophilus Influenza Type b Vaccine (Hib)**

Product/Brand Name: **HIBERIX®**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
HIB	58160-0726-15	$103.24	$10.324
Package of 10			
Single dose vial	Fed. Excise Tax	$ 7.50	$ 0.750
	Total	$110.74	$11.074

Item Number	Vaccine Description
08	**Meningococcal (Groups A, C, Y and W-135) Oligosaccharide Diphtheria CRM197 Conjugate Vaccine (MCV4)**

Product/Brand Name: **MENVEO® Two-vial**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
MCV4	58160-0955-09	$539.98	$107.996
Package of 5			
Two dose vial	Fed. Excise Tax	$ 3.75	$ 0.750
	Total	$543.73	$108.746

Product/Brand Name: **MENVEO® One-vial**
Minimum Order Size: 100 Doses Per Destination

MCV4	58160-0827-30	$1,079.96	$107.996
Package of 10			
Single dose vial	Fed. Excise Tax	$ 7.500	$ 0.750
	Total	$1,087.46	$108.746

Item Number	Vaccine Description
09	**Rotavirus Vaccine, Live Oral (ROTA)**

Product/Brand Name: **ROTARIX®**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
ROTA	58160-0740-21	$1,077.40	$ 107.74
Package of 10			
Single oral dose	Fed. Excise Tax	$ 7.50	$ 0.75
	Total	$1,084.90	$ 108.49

Item Number	Vaccine Description
10	**Tetanus Toxoid, Reduced Diphtheria Toxoid and Acellular Pertussis Vaccine, Adsorbed (Tdap)**

Product/Brand Name: **BOOSTRIX®**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
TDAP	58160-0842-52	$347.68	$34.768
Package of 10			
Single dose syringe	Fed. Excise Tax	$ 22.50	$ 2.250
	Total	$370.18	$37.018

Item Number	Vaccine Description
11	**Meningococcal Group B Vaccine (MENB)**

Product/Brand Name: **BEXSERO®**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
MENB	58160-0976-20	$ 1,492.76	$149.276
Package of 10			
Single dose syringe	Fed. Excise Tax	$ 7.50	$ 0.750
	Total	$1,500.26	$ 150.026

Item Number	Vaccine Description
12	**Measles, Mumps and Rubella Vaccine, Live (MMR)**

Product/Brand Name: **PRIORIX**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
MMR	58160-0824-15	$ 234.24	$ 23.424
Package of 10			
Single dose vial	Fed. Excise Tax	$ 22.50	$ 2.250
	Total	$ 256.74	$ 25.674

Ordering Address

GlaxoSmithKline
Vaccine Service Center
FMC Tower at Cira Centre South
2929 Walnut Street, Suite 1700
Philadelphia, PA 19104

Remittance Address

GlaxoSmithKline
P.O. Box 740415
Atlanta, GA 30374-0415

Merck Vaccine Division - contract number: 75D30124D18656

Item Number	Vaccine Description
01	**Diphtheria and Tetanus Toxoids and Acellular Pertussis, Inactivated Poliovirus, Haemophilus b Conjugate and Hepatitis B Vaccine (DTAP-IPV-HIB-HEPB)**

Product/Brand Name: **VAXELIS™**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
DTAP-IPV-HIB-HEPB	63361-0243-15	$ 960.89	$ 96.089
Package of 10			
Single dose syringe	Fed. Excise Tax	$ 45.00	$ 4.500
	Total	$1,005.89	$100.589

Item Number	Vaccine Description
02	**Hepatitis A Pediatric Vaccine (Hep A)**

Product/Brand Name: **VAQTA®**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
HEP A (PED)	00006-4095-02	$232.27	$23.227
Package of 10			
Single dose syringe	Fed. Excise Tax	$ 7.50	$ 0.750
	Total	$239.77	$23.977

Item Number	Vaccine Description
03	**Hepatitis B Pediatric/Adolescent Vaccine (Ages 0-18) (Hep B)**

Product/Brand Name: **RECOMBIVAX HB®**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
HEP B (PED)	00006-4093-02	$138.39	$13.839
Package of 10			
Single dose syringe	Fed. Excise Tax	$ 7.50	$ 0.750
	Total	$145.89	$14.589

Item Number	Vaccine Description
04	**Haemophilus Influenza Type b Vaccine (Hib)**

Product/Brand Name: **PEDVAXHIB®**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
HIB	00006-4897-00	$153.87	$15.387
Package of 10			
Single dose vial	Fed. Excise Tax	$ 7.50	$ 0.750
	Total	$161.37	$16.137

Item Number	Vaccine Description
05	**Human Papillomavirus Quadrivalent Vaccine (HPV)**

Product/Brand Name: **GARDASIL®9**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
HPV	00006-4121-02	$2,395.52	$239.552
Package of 10			
Single dose syringe	Fed. Excise Tax	$ 7.50	$ 0.750
	Total	$2,403.02	$240.302

Item Number	Vaccine Description
06	**Measles, Mumps, and Rubella Virus Vaccine Live (MMR II)**

Product/Brand Name: **M-M-R II®**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
MMR	00006-4681-00	$234.34	$23.434
Package of 10			
Single dose vial	Fed. Excise Tax	$ 22.50	$ 2.250
	Total	$256.84	$25.684

Item Number	Vaccine Description
07	**Pneumococcal (15 Valent) ConjugateVaccine (PCV15)**

Product/Brand Name: **VAXNEUVANCE™**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
PCV15	00006-4329-03	$1,679.81	$ 167.981
Package of 10			
Single dose syringe	Fed. Excise Tax	$ 7.50	$ 0.750
	Total	$1,687.31	$ 168.731

Item Number	Vaccine Description
08	**Pneumococcal (23 Valent) Polysaccharide Vaccine (PPV23)**

Product/Brand Name: **PNEUMOVAX®23**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
PPV23	00006-4837-03	$658.00	$65.80
Package of 10			
Single dose syringe	Fed. Excise Tax	N/A	N/A
	Total	$658.00	$65.80

Item Number	Vaccine Description
09	**Rotavirus Vaccine, Live, Oral Pentavalent (ROTA)**

Product/Brand Name: **ROTATEQ®**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
ROTA	00006-4047-41	$808.45	$80.845
Package of 10			
Single dose tube	Fed. Excise Tax	$ 7.50	$ 0.750
	Total	$815.95	$81.595

Description	NDC #	Unit Price	Price Per Dose
ROTA	00006-4047-20	$2,021.125	$80.845
Package of 25			
Single dose tube	Fed. Excise Tax	$ 18.75	$ 0.750
	Total	$2,030.875	$81.595

Item Number	Vaccine Description
10	**Varicella Virus Vaccine (VAR)**

Product/Brand Name: **VARIVAX®**
Minimum Order Size: 10 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
VAR	00006-4827-00	$1,435.20	$143.52
Package of 10			
Single dose vial	Fed. Excise Tax	$ 7.50	$ 0.75
	Total	$1,442.70	$144.27

Type of delivery: This product is a direct-ship vaccine

Item Number	Vaccine Description
11	**Measles, Mumps, Rubella and Varicella Virus Vaccine (MMR-V)**

Product/Brand Name: **PROQUAD®**
Minimum Order Size: 10 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
MMR-V	00006-4171-00	$1,753.47	$175.347
Package of 10			
Single dose vial	Fed. Excise Tax	$ 30.00	$ 3.000
		$1,783.47	$178.347

Type of delivery: This product is a direct-ship vaccine

Ordering Address

Merck Vaccine Division
351 N. Sumneytown Pike MS UG4C-24
North Wales, PA 19454

Remittance Address

Merck Sharp & Dohme LLC
P.O. Box 94000
Palatine, IL 60094-40000

Pfizer - contract number: 75D30124D18657

Item Number	Vaccine Description
01	**Meningococcal Groups A, B, C, W and Y Vaccine (MCV4-MENB)**

Product/Brand Name: **PENBRAYA ™**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
MCV4-MENB	00069-0600-01	$ 188.60	$188.60
Package of 1			
Single dose vial	Fed. Excise Tax	$ 0.75	$ 0.75
	Total	$ 189.35	$189.35

Description	NDC #	Unit Price	Price Per Dose
MCV4-MENB	00069-0600-05	$ 943.00	$188.60
Package of 5			
Single dose vial	Fed. Excise Tax	$ 3.75	$ 0.75
	Total	$ 946.75	$189.35

Item Number	Vaccine Description
02	**Pneumococcal 20-Valent Conjugate Vaccine (PCV 20)**

Product/Brand Name: **PREVNAR 20®**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
PCV20	00005-2000-10	$1,843.40	$184.34
Package of 10			
Single dose syringe	Fed. Excise Tax	$ 7.50	$ 0.75
	Total	$1,850.90	$185.09

Item Number	Vaccine Description
03	**Meningococcal Group B Vaccine (MENB)**

Product/Brand Name: **TRUMENBA®**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
MENB	00005-0100-10	$1,352.20	$135.22
Package of 10			
Single dose syringe	Fed. Excise Tax	$ 7.50	$ 0.75
	Total	$1,359.70	$135.97

Item Number	Vaccine Description
04	**Respiratory Syncytial Virus Vaccine (RSV)**

Product/Brand Name: **ABRYSVO®**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
RSV	00069-0344-01	$221.24	$221.24
Package of 1			
Single dose vial	Fed. Excise Tax	N/A	N/A
	Total	$221.24	$221.24

Ordering Address

Pfizer, Inc.
500 Arcola Rd, E-4, Box 64
Collegeville, PA 19426
FAX: 484-563-0061
1-800-666-7248

Remittance Address

Pfizer, Inc.
P.O. Box 100539
Atlanta, GA 30384-0539

Sanofi Pasteur Inc. - contract number: 75D30124D18658

Item Number	Vaccine Description
01	**Dengue Tetravalent Vaccine (DENG)**

Product/Brand Name: **DENGVAXIA®**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
DENG	49281-0605-01	$ 98.81	$ 98.81
Package of 1			
Single dose vial	Fed. Excise Tax	N/A	N/A
	Total	$ 98.81	$ 98.81

Item Number	Vaccine Description
02	**Diphtheria and Tetanus Toxoids and Acellular Pertussis Vaccine Adsorbed (DTaP)**

Product/Brand Name: **DAPTACEL®**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
DTAP	49281-0286-10	$194.38	$19.438
Package of 10			
Single dose vial	Fed. Excise Tax	$ 22.50	$ 2.250
	Total	$ 216.88	$21.688

Item Number	Vaccine Description
03	**Diphtheria and Tetanus Toxoids and Acellular Pertussis Adsorbed and Inactivated Poliovirus Vaccine (DTaP/IPV)**

Product/Brand Name: **QUADRACEL™**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
DTAP-IPV	49281-0564-10	$449.06	$44.906
Package of 10			
Single dose vial	Fed. Excise Tax	$ 30.00	$ 3.000
	Total	$479.06	$47.906

Description	NDC #	Unit Price	Price Per Dose
DTAP-IPV	49281-0564-15	$449.06	$44.906
Package of 10			
Single dose syringe	Fed. Excise Tax	$ 30.00	$ 3.000
	Total	$479.06	$47.906

Item Number	Vaccine Description
04	**Diphtheria and Tetanus Toxoids and Acellular Pertussis Adsorbed, Inactivated Poliovirus and Haemophilus b Conjugate (Tetanus Toxoid Conjugate) Vaccine (DTaP/IP/HI)**

Product/Brand Name: **PENTACEL®**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
DTAP-IPV-HIB	49281-0511-05	$332.18	$66.436
Package of 5			
Single dose vial	Fed. Excise Tax	$ 18.75	$ 3.750
	Total	$350.93	$70.186

Item Number	Vaccine Description
05	**Poliovirus Vaccine Inactivated (IPV)**

Product/Brand Name: **IPOL®**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
IPV	49281-0860-10	$15.71	$15.71
Package of 1			
10 dose vial	Fed. Excise Tax	$ 0.75	$ 0.75
	Total	$16.46	$16.46

Item Number	Vaccine Description
06	**Haemophilus Influenza Type b Vaccine (Hib)**

Product/Brand Name: **ActHIB®**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
HIB	49281-0545-03	$52.14	$10.428
Package of 5			
Single dose vial	Fed. Excise Tax	$ 3.75	$ 0.750
	Total	$55.89	$11.178

Item Number	Vaccine Description
07	**Meningococcal (Groups A, C, Y, W) Conjugate Vaccine (MCV4)**

Product/Brand Name: **MENQUADFI™**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
MCV4	49281-0590-05	$551.50	$110.30
Package of 5			
Single dose vial	Fed. Excise Tax	$ 3.75	$ 0.75
	Total	$555.25	$111.05

Item Number	Product Description
08	**Nirsevimab-alip (RSV)**

Product/Brand Name: **BEYFORTUS™**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
RSV	49281-0575-15	$1,975.00	$395.00
Package of 5			
Single dose syringe	Fed. Excise Tax	TBD	TBD
	Total	$1,975.00	$395.00
RSV	49281-0574-15	$1,975.00	$395.00
Package of 5			
Single dose syringe	Fed. Excise Tax	N/A	N/A
	Total	$1,975.00	$395.00

Item Number	Vaccine Description
09	**Tetanus and Diphtheria Toxoids Adsorbed Vaccine (Td)**

Product/Brand Name: **TENIVAC®**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
TD	49281-0215-10	$228.01	$22.801
Package of 10			
Single dose vial	Fed. Excise Tax	$ 15.00	$ 1.500
	Total	$243.01	$24.301
Description	NDC #	Unit Price	Price Per Dose
TD	49281-0215-15	$228.01	$22.801
Package of 10			
Single dose syringe	Fed. Excise Tax	$ 15.00	$ 1.500
	Total	$243.01	$24.301

Item Number	Vaccine Description
10	**Tetanus Toxoid, Reduced Diphtheria Toxoid and Acellular Pertussis Vaccine Adsorbed (Tdap)**

Product/Brand Name: **ADACEL®**
Minimum Order Size: 100 Doses Per Destination

Description	NDC #	Unit Price	Price Per Dose
TDAP	49281-0400-10	$347.70	$34.77
Package of 10			
Single dose vial	Fed. Excise Tax	$ 22.50	$ 2.25
	Total	$370.20	$37.02

Description	NDC #	Unit Price	Price Per Dose
TDAP	49281-0400-20	$173.85	$34.77
Package of 5			
Single dose syringe	Fed. Excise Tax	$ 11.25	$ 2.25
	Total	$185.10	$37.02

Ordering Address

Sanofi Pasteur Inc.
1 Discovery Drive
Swiftwater, PA 18370-0187

Remittance Address

Sanofi Pasteur Inc.
12458 Collections Center Drive
Chicago, IL 60693

The following information is applicable to all contracts listed in this document:

PAYMENT DISCOUNT	RETURN PRIVILEGES
Net 30	None
TIME OF DELIVERY	**PACKAGING/PACKING**
Within 15 days from date of order	Standard Commercial Manner

METHOD OF PAYMENT:

Payment for orders utilizing Federal, State, CHIP or local funds will be made not later than 30 days after receipt of an invoice by the ordering office. You are further advised that the Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801) is applicable to payments under this contract and requires payment of interest on overdue payments and improperly taken discounts. Upon receipt and acceptance of partial deliveries, payment shall be made in accordance with the provision stated above.

INSPECTION/ACCEPTANCE:

Inspection/acceptance required by this contract will be completed no later than three working days after receipt of vaccine.

OPTIONAL USE:

State health department and certain authorized local health agencies may place orders against these contracts using State, CHIP, and local funds. The Contractor shall honor all authorized optional funding orders from these agencies.

OTHER:

All vaccine will be ordered or confirmed by written purchase orders, each citing as a minimum the following:

(1) Date of Order
(2) Contract Number and Order Number
(3) Item Description, Quantity and Unit Price
(4) Delivery or Performance Date
(5) Place of Delivery or Performance (Including Consignee)
(6) Packaging, Packing, and Shipping Instructions, if any
(7) Accounting and Appropriation Data
(8) Statement to indicate if partial deliveries are not acceptable
(Lack of a statement shall be construed to mean partial deliveries are acceptable and payment shall be made as required elsewhere herein)
(9) Any Other Pertinent Data

RESTRICTIONS ON USE OF VACCINE:

Vaccines obtained under this contract shall be used only in children 18 years of age and younger as authorized under Section 1928 of the Social Security Act. Sale of such vaccine to any person or entity or reimbursement of vaccine costs is strictly prohibited. Free distribution of such vaccine is also prohibited, except where such vaccine is administered in the context of Awardee immunization program activities.

State of New Hampshire Purchase Order

PURCHASE ORDER NUMBER
1106242

This number must appear on all invoices, packages, cartons, bills of lading, and packing slips.

Date: 05/08/2025
Status: DRAFT
Ship Via:
FOB: Destination
Freight Terms: Prepaid-Add
Terms: Net 30
Due Days: 30

Bill To: DHHS COMMISSIONER
BROWN BUILDING
129 PLEASANT ST
CONCORD NH 03301-3857

GLAXOSMITHKLINE LLC
2929 WALNUT ST STE 1700
PHILADELPHIA PA 19104-5434

Ship To:

DHHS COMMISSIONER
BROWN BUILDING
129 PLEASANT ST
CONCORD NH 03301

Phone: (866) 334-7111
Fax: 91

Agency Contact: james.w.cavallini@dhhs.nh.gov

Vendor #: 530018
Contact: AR Collections

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			Deliver on or before June 30, 2026 unless specified by line MISC VACCINES PER CDC CONTRACT WITH GSK, ANY VACCINES CONTRACTED WITH CDC SUPPLIES BY CDC AS NEEDED AND ORDERS TO BE PLACED VIA THE CDC COMPUTER SW SYSTEM FROM 7/1/25 THROUGH 6/30/26.		
1	1.00	EA	MISC VACCINES-FY26 MISC VACCINES-FY26	2,189,680.00000	2,189,680.00
			Purchase Order Summary Goods Total: Order Total:		$2,189,680.00 $2,189,680.00

Buyer: Leo A Sorel
Phone: 603-271-2650
Process Level: 09500

Total Amount: $2,189,680.00

1. The State of New Hampshire engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State Proposal and the Vendor's proposal, bid or quotation, any of which are incorporated herein by reference.

2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS. In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

3. TERM. The contract and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

4. CONTRACT PRICE. The contract price, a payment schedule and a maximum limitation of price shall be as specified by the proposal or bid invitation and the Vendor's response. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the contractor and complete payment for the Services. The State shall have no other liability to the Vendor.

5. DELIVERY. If the Vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may repurchase similar items from any other source without competitive process, and the original Vendor may be liable to the state for any excess costs.

If a Vendor is unable to complete delivery by the date specified, he must contact the using branch and or agency. However, the branch and or agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipment.

6. INVOICING. All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the proposal or purchase order, payment will not be due until thirty(30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received , whichever is later.

7. PERSONNEL.

7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

7.2. The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT; REMEDIES.

8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default").

8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or

8.1.2. failure to submit any report required hereunder; or

8.1.3. failure to perform any of the other covenants and conditions 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 Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty(30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and

8.2.2. give the Vendor 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 Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof regarding any further or other default on the part of the Vendor.

10. VENDOR'S RELATION TO THE STATE. In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

12. INDEMNIFICATION. The Vendor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the state, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

12.1. PATENT PROTECTION. The Vendor agrees to indemnify and defend the State of New Hampshire from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

13. TOXIC SUBSTANCES. In compliance with RSA 277-A known as the Workers Right to Know Act, the Vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

14. 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 below.

15. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

16. CONSTRUCTION OF AGREEMENT AND TERMS. This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

17. ADDITIONAL PROVISIONS. The additional provisions (if any) have been set forth as Exhibit "A" hereto.

18. 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 relating hereto.

State of New Hampshire Purchase Order

PURCHASE ORDER NUMBER
1106243

This number must appear on all invoices, packages, cartons, bills of lading, and packing slips.

Date: 05/08/2025
Status: DRAFT
Ship Via:
FOB: Destination
Freight Terms: Vendor Paid
Terms: Net 30
Due Days: 30

Bill To: DHHS COMMISSIONER
BROWN BUILDING
129 PLEASANT ST
CONCORD NH 03301-3857

SANOFI PASTEUR
DISCOVERY DR
PO BOX 187
SWIFTWATER PA 18370-0187

Ship To:

DHHS COMMISSIONER
BROWN BUILDING
129 PLEASANT ST
CONCORD NH 03301

Vendor #: 176250
Contact: Maria Durand

Phone: 800 822 2463
Fax: 9 1 800 295 7808

Agency Contact: James.w.cavallini@dhhs.nh.gov

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			Deliver on or before June 30, 2026 unless specified by line MISC VACCINES PER CDC CONTRACT WITH SANOFI PASTEUR, ANY VACCINES CONTRACTED WITH CDC SUPPLIES BY CDC AS NEEDED AND ORDERS TO BE PLACED VIA THE CDC COMPUTER SW SYSTEM FROM 7/1/25 THROUGH 6/30/26.		
1	1.00	EA	MISC VACCINES-FY26 MISC VACCINES-FY26	1,245,963.00000	1,245,963.00
			Purchase Order Summary Goods Total: Order Total:		$1,245,963.00 $1,245,963.00

Total Amount: $1,245,963.00

Buyer: Leo A Sorel
Phone: 603-271-2650
Process Level: 09500

1. The State of New Hampshire engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State Proposal and the Vendor's proposal, bid or quotation, any of which are incorporated herein by reference.

2. **COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS.** In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

3. **TERM.** The contract and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

4. **CONTRACT PRICE.** The contract price, a payment schedule and a maximum limitation of price shall be as specified by the proposal or bid invitation and the Vendor's response. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the contractor and complete payment for the Services. The State shall have no other liability to the Vendor.

5. **DELIVERY.** If the Vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may repurchase similar items from any other source without competitive process, and the original Vendor may be liable to the state for any excess costs.

If a Vendor is unable to complete delivery by the date specified, he must contact the using branch and or agency. However, the branch and or agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipment.

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7. **PERSONNEL.**

7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

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8. **EVENT OF DEFAULT; REMEDIES.**

8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default").

8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or

8.1.2. failure to submit any report required hereunder; or

8.1.3. failure to perform any of the other covenants and conditions 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 Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty(30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and

8.2.2. give the Vendor 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 Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof regarding any further or other default on the part of the Vendor.

10. **VENDOR'S RELATION TO THE STATE.** In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. **ASSIGNMENT AND SUBCONTRACTS.** The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

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12.1. **PATENT PROTECTION.** The Vendor agrees to indemnify and defend the State of New Hampshire from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

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17. **ADDITIONAL PROVISIONS.** The additional provisions (if any) have been set forth as Exhibit "A" hereto.

18. **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 relating hereto.

State of New Hampshire Purchase Order

PURCHASE ORDER NUMBER
1106244

This number must appear on all invoices, packages, cartons, bills of lading, and packing slips.

Date: 05/08/2025
Status: DRAFT
Ship Via:
FOB: Destination
Freight Terms: Prepaid-Add
Terms: Net 30
Due Days: 30

Bill To: DHHS COMMISSIONER
BROWN BUILDING
129 PLEASANT ST
CONCORD NH 03301-3857

MERCK SHARP & DOHME LLC
126 EAST LINCOLN AVE
PO BOX 2000
RAHWAY NJ 07065

Ship To:

DHHS COMMISSIONER
BROWN BUILDING
129 PLEASANT ST
CONCORD NH 03301

Phone: (704) 345-6376
Fax: 91

Agency Contact: James.w.cavallini@dhhs.nh.gov

Vendor #: 427479
Contact: Sharileen B Crawford

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			Deliver on or before June 30, 2026 unless specified by line MISC VACCINES PER CDC CONTRACT WITH Marck Sharp & Dohme LLC, ANY VACCINES CONTRACTED WITH CDC SUPPLIES BY CDC AS NEEDED AND ORDERS TO BE PLACED VIA THE CDC COMPUTER SW SYSTEM FROM 7/1/25 THROUGH 6/30/26.		
1	1.00	EA	MISC VACCINES-FY26 MISC VACCINES-FY26	4,499,334.00000	4,499,334.00
			Purchase Order Summary Goods Total: Order Total:		$4,499,334.00 $4,499,334.00

Buyer: Leo A Sorel
Phone: 603-271-2650
Process Level: 09500

Total Amount: $4,499,334.00

1. The State of New Hampshire engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State Proposal and the Vendor's proposal, bid or quotation, any of which are incorporated herein by reference.

2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS. In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

3. TERM. The contract and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

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7. PERSONNEL.

7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

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8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or

8.1.2. failure to submit any report required hereunder; or

8.1.3. failure to perform any of the other covenants and conditions 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 Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty(30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and

8.2.2. give the Vendor 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 Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof regarding any further or other default on the part of the Vendor.

10. VENDOR'S RELATION TO THE STATE. In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

12. INDEMNIFICATION. The Vendor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the state, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

12.1. PATENT PROTECTION. The Vendor agrees to indemnify and defend the State of New Hampshire from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

13. TOXIC SUBSTANCES. In compliance with RSA 277-A known as the Workers Right to Know Act, the Vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

14. 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 below.

15. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

16. CONSTRUCTION OF AGREEMENT AND TERMS. This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

17. ADDITIONAL PROVISIONS. The additional provisions (if any) have been set forth as Exhibit "A" hereto.

18. 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 relating hereto.

State of New Hampshire Purchase Order

PURCHASE ORDER NUMBER
1106245

This number must appear on all invoices, packages, cartons, bills of lading, and packing slips.

Date: 05/08/2025
Status: DRAFT
Ship Via:
FOB:
Freight Terms: Freight Allowed
Terms: Net 30
Due Days: 30

Bill To: DHHS COMMISSIONER
BROWN BUILDING
129 PLEASANT ST
CONCORD NH 03301-3857

PFIZER INC
PO BOX 417510
BOSTON MA 02241-7510

Ship To:

DHHS COMMISSIONER
BROWN BUILDING
129 PLEASANT ST
CONCORD NH 03301

Vendor #: 222661
Contact:

Phone: 212 733 2323
Fax: 9 1 800 434 3181

Agency Contact: james.w.cavallini@dhhs.nh.gov

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			Deliver on or before June 30, 2026 unless specified by line MISC VACCINES PER CDC CONTRACT WITH PFIZER, ANY VACCINES CONTRACTED WITH CDC SUPPLIES BY CDC AS NEEDED AND ORDERS TO BE PLACED VIA THE CDC COMPUTER SW SYSTEM FROM 7/1/25 THROUGH 6/30/26.		
1	1.00	EA	MISC VACCINES-FY26 MISC VACCINES-FY26	7,135,162.00000	7,135,162.00
			Purchase Order Summary		
			Goods Total:		$7,135,162.00
			Order Total:		$7,135,162.00

Total Amount: $7,135,162.00

Buyer: Leo A Sorel
Phone: 603-271-2650
Process Level: 09500

1. The State of New Hampshire engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State Proposal and the Vendor's proposal, bid or quotation, any of which are incorporated herein by reference.

2. **COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS.** In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

3. **TERM.** The contract and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

4. **CONTRACT PRICE.** The contract price, a payment schedule and a maximum limitation of price shall be as specified by the proposal or bid invitation and the Vendor's response. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the contractor and complete payment for the Services. The State shall have no other liability to the Vendor.

5. **DELIVERY.** If the Vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may repurchase similar items from any other source without competitive process, and the original Vendor may be liable to the state for any excess costs.

If a Vendor is unable to complete delivery by the date specified, he must contact the using branch and or agency. However, the branch and or agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipment.

6. **INVOICING.** All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the proposal or purchase order, payment will not be due until thirty(30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received , whichever is later.

7. **PERSONNEL.**

7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

7.2. The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

8. **EVENT OF DEFAULT; REMEDIES.**

8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default").

8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or

8.1.2. failure to submit any report required hereunder; or

8.1.3. failure to perform any of the other covenants and conditions 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 Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty(30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and

8.2.2. give the Vendor 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 Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof regarding any further or other default on the part of the Vendor.

10. **VENDOR'S RELATION TO THE STATE.** In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. **ASSIGNMENT AND SUBCONTRACTS.** The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

12. **INDEMNIFICATION.** The Vendor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the state, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

12.1. **PATENT PROTECTION.** The Vendor agrees to indemnify and defend the State of New Hampshire from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

13. **TOXIC SUBSTANCES.** In compliance with RSA 277-A known as the Workers Right to Know Act, the Vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

14. **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 below.

15. **AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

16. **CONSTRUCTION OF AGREEMENT AND TERMS.** This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

17. **ADDITIONAL PROVISIONS.** The additional provisions (if any) have been set forth as Exhibit "A" hereto.

18. **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 relating hereto.

State of New Hampshire Purchase Order

PURCHASE ORDER NUMBER
1106246

This number must appear on all invoices, packages, cartons, bills of lading, and packing slips.

Date: 05/08/2025
Status: DRAFT
Ship Via:
FOB: Destination
Freight Terms: Prepaid-Add
Terms: Net 30
Due Days: 30

Bill To: DHHS COMMISSIONER
BROWN BUILDING
129 PLEASANT ST
CONCORD NH 03301-3857

MODERNA US INC
5 VAUGHN DR STE 200
PRINCETON NJ 08540

Ship To:

DHHS COMMISSIONER
BROWN BUILDING
129 PLEASANT ST
CONCORD NH 03301

Phone: (207) 450-1649
Fax: 91

Agency Contact: james.w.cavallini@dhhs.nh.gov

Vendor #: 461570
Contact: John Powers

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			Deliver on or before June 30, 2026 unless specified by line MISC VACCINES PER CDC CONTRACT WITH MODERNA USA		
1	1.00	EA	MISC VACCINES-FY26 MISC VACCINES-FY26	927,828.00000	927,828.00
			Purchase Order Summary Goods Total: Order Total:		$927,828.00 $927,828.00

Buyer: Leo A Sorel
Phone: 603-271-2650
Process Level: 09500

Total Amount: $927,828.00

1. The State of New Hampshire engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State Proposal and the Vendor's proposal, bid or quotation, any of which are incorporated herein by reference.

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