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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

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 27, 2025

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Sole Source Retroactive** contract (Contract #8003612) with Life Technologies Corporation (VC#175343), Carlsbad, CA, in an amount up to and not to exceed \$504,647.35 for lab equipment maintenance and repair services effective upon the Governor and Executive Council approval through December 31, 2027.

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

This contract is **Sole Source** because the Department of Administrative Services, through the Bureau of Purchase and Property, determined that the repair and maintenance for the Life Technologies instruments are only able to be performed by Life Technologies technicians and is supported by a letter from the manufacturer attached herewith.

This contract is **Retroactive** due to administrative delays resulting from the contractor's extended legal review process of the contract terms and conditions; and subsequent delays in securing the certificate of authority from the contractor required for approval. The initial quote was received October 30, 2024, the delays resulted in the approved P-37 being received on March 25, 2025.

The instruments covered by this contract support the New Hampshire State Police Forensic Lab and Public Health Labs. The State Police Forensic Lab instruments are used daily in the Controlled Drug Unit for the analysis of evidence suspected to contain controlled drugs. The results of these analyses are utilized to further criminal investigations and prosecute cases. The New Hampshire Public Health Labs' instruments are utilized across multiple units to perform testing in response to critical incidents, infectious disease control, and food safety assurance. Approving this contract will facilitate the essential maintenance to keep these

instruments performing at optimal levels in support of the State Police Forensic Lab and Public Health Labs.

DAS worked with Life Technologies to establish pricing for seventeen (17) instruments covered under this contract. The annual cost to cover these instruments is \$152,923.44. The projected cost for the three-year contract is \$458,770.32. There is also a 10% balance of product line to cover additional items that may be required under the contract for a total projected expense of \$504,647.35.

Contract financials	
Estimated annual spend	\$152,923.44
Estimated 3-year term spend	\$458,770.32
Add allowance for balance of product line (10%)	\$45,877.03
Price limitation	\$504,647.35

Based on the foregoing, I am respectfully recommending approval of this **Sole Source Retroactive** contract with Life Technologies Corporation.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

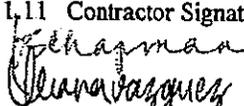
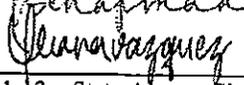
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Life Technologies Corporation		1.4 Contractor Address 5781 Van Allen Way Carlsbad, CA 92008	
1.5 Contractor Phone Number 800-955-6288	1.6 Account Unit and Class Various	1.7 Completion Date 12/31/2027	1.8 Price Limitation \$504,647.35
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603-271-2021	
1.11 Contractor Signature  Date: 03-24-2025  Date: 03-25-2025		1.12 Name and Title of Contractor Signatory Gigi S. Chapman, Contracts Specialist Iliana Vazquez, Contracts Specialist	
1.13 State Agency Signature  Date: 4/24/25		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Christen Lavers</i> On: 5/27/25			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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 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 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 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.

EXHIBIT A - SPECIAL PROVISIONS

Section 4 – CONDITIONAL NATURE OF AGREEMENT. The State and Contractor agree that section 4 of the General Provision shall be deleted in its entirety and replaced with the following, so that section 4 reads as follows:

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 terminate this Agreement immediately upon giving the Contractor notice of such 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.

Section 5.2 - CONTRACT PRICE/PRICE LIMITATION/ PAYMENT. The State and Contractor agree that section 5.2 of the General Provisions shall be deleted in its entirety and replaced with the following, so section 5.2 reads as follows:

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 compensation to the Contractor for the Services.

Section 10.1 - PROPERTY OWNERSHIP/DISCLOSURE. The State and Contractor agree that section 10.1 of the General Provisions shall be deleted and replaced with the following, so section 10.1 reads:

10.1 If required for services performed under this Agreement, 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.

Section 13 INDEMNIFICATION. The State and Contractor agree that section 13 of the General Provisions shall be deleted in its entirety and replaced with the following, so section 13 reads as follows:

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all claims, liabilities, including, reasonable attorneys' fees, asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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.

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

1.1. Life Technologies Corporation (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 Laboratory Equipment/Instrument Maintenance & Repair Services as described herein.

2. CONTRACT DOCUMENTS:

2.1. 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 Quotes (40556250, 40715524 (002))
- EXHIBIT E Sole Source Letter

2.2. 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", (3) EXHIBIT D "Quotes".

3. TERM OF CONTRACT:

3.1. The term of the contract shall commence on upon approval of the Governor and Executive Council through December 31, 2027, a period of approximately three (3) years.

3.2. The maximum term of the Contract (including all extensions) cannot exceed three (3) years.

4. SCOPE OF WORK:

4.1. Contractor shall supply all labor, tools, transportation, materials, and equipment as necessary and required to perform services as described herein.

4.2. The contract shall cover the following services of laboratory equipment/instrumentation currently manufactured by Life Technologies (previously Applied Biosystems) or its designee.

4.3. Service to include unlimited toll-free telephone support to isolate and resolve hardware and software problems, and on-site hardware troubleshooting and repairs. All labor, travel costs, and service parts required for repair, are included.

4.4. Repairs shall occur between the hours of 8:00 AM and 4:00 PM, Monday through Friday.

4.5. Unlimited emergency on-site repair services within forty-eight (48) hours from the time the Contractor is contacted, and it is determined that on-site repairs are needed. Labor, parts, travel expenses and telephone assistance costs shall be the sole responsibility of the Contractor. The Contractor will arrive on-site to access and if possible, with parts required to complete the instrument repair based on description of issue and/or telephonic or online troubleshooting.

4.6. Contractor shall assure timeliness of access to performance verified OEM parts that are determined necessary for repairs. Factory refurbished or original Contractor refurbished parts are only to be used in certain cases with prior State approval.

4.7. Contractor will use reasonable efforts to respond within two (2) business days from receipt of a service call.

4.8. Provide and install all Original Equipment Manufacturer (OEM) recommended non-billable software and documentation for updates and new releases (not required for equipment deemed "End of Life" by OEM).

4.9. Provide notification of all recommended critical software issues.

4.10. One (1) preventative maintenance visit each twelve (12) month period. The 7500 FAST DX PCR instruments receive twice (2) a year operational qualifications/performance verification service. All services shall be performed by a Certified Field Service Engineer, and shall include:

- 4.10.1. The Field Service Engineer shall clean, inspect, lubricate, adjust, calibrate, repair, and/or replace parts deemed necessary and perform all maintenance functions as noted in the owner's manual and recommended by the manufacturer.
- 4.10.2. The Preventative Maintenance Visit shall occur at a mutually agreeable time which may be combined with a repair visit.
- 4.10.3. Test to assure the equipment is functioning according to factory acceptable standards.
- 4.10.4. Labor, parts, travel expenses and telephone assistance costs shall be the sole responsibility of the Contractor.
- 4.10.5. Preventative maintenance shall occur between the hours of 8:00 AM and 4:00 PM, Monday through Friday, unless other arrangements are made in advance.
- 4.11. The Contractor shall provide notification and implementation of any and all software updates performed by the Field Service Engineer.
- 4.12. . State may make any claim for breach of warranty within 90 days of the date the instrument services were performed and prior to any unauthorized repair, change, or modification has been made to any part of the instrument.
- 4.13. The State shall not transfer instruments covered hereunder without the advanced written consent of the Contractor.

5. COMMERCIAL REQUIREMENTS:

- 5.1. The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of the contract. For the addition of a new location or new equipment, a requesting agency through the Division of Procurement and Support Services 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, effective upon approval of the commissioner of the Department of Administrative Services, 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 locations/equipment.
- 5.2. Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 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.
- 5.3. 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.
- 5.4. 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.
- 5.5. Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.
- 5.6. 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.
- 5.7. All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

- 5.8. 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.
- 5.9. 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.
6. **OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:**
- 6.1. The Contractor shall provide all laboratory equipment/instrument maintenance & repair services strictly pursuant to, and in conformity with, the specifications as described herein, and under the terms of this Contract.
- 6.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up-to-date contact information.
- 6.3. 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.
- 6.4. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx).
- 6.5. Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.
7. **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:**
- 7.1. 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:**
- 8.1. If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

EXHIBIT C - METHOD OF PAYMENT

9. CONTRACT PRICE:

9.1. The Contractor hereby agrees to provide laboratory equipment/instrument maintenance & repair services in strict compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$504,647.35; 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:

System	Serial Number	Start Date	Year One Price (1/1/2025 – 12/31/2025)	Year Two Price (1/1/2026 – 12/31/2026)	Year Three Price (1/1/2027 – 12/31/2027)	Contract Total
NH Public Health Laboratories						
7500 FAST DX PCR	275011259	1/1/2025	\$12,397.20	\$12,397.20	\$12,397.20	\$37,191.60
7500 FAST DX PCR	275030026	1/1/2025	\$12,397.20	\$12,397.20	\$12,397.20	\$37,191.60
7500 FAST PCR	275012617	1/1/2025	\$8,129.76	\$8,129.76	\$8,129.76	\$24,389.28
7500 FAST PCR	275013583	1/1/2025	\$8,129.76	\$8,129.76	\$8,129.76	\$24,389.28
7500 FAST PCR	275015330	1/1/2025	\$8,129.76	\$8,129.76	\$8,129.76	\$24,389.28
Kingfisher Flex	711-80837	1/1/2025	\$7,993.80	\$7,993.80	\$7,993.80	\$23,981.40
Kingfisher Flex	711-82657	1/1/2025	\$7,993.80	\$7,993.80	\$7,993.80	\$23,981.40
7500 FAST DX PCR	275032069	1/1/2025	\$12,397.20	\$12,397.20	\$12,397.20	\$37,191.60
7500 FAST DX PCR	275032053	1/1/2025	\$12,397.20	\$12,397.20	\$12,397.20	\$37,191.60
7500 FAST DX PCR	275032119	1/1/2025	\$12,397.20	\$12,397.20	\$12,397.20	\$37,191.60
7500 FAST DX PCR	275032117	1/1/2025	\$12,397.20	\$12,397.20	\$12,397.20	\$37,191.60
3500 Genetic Analyzer	33346-060	1/1/2025	\$19,581.24	\$19,581.24	\$19,581.24	\$58,743.72
PHL Total						\$403,023.96
NH Department of Safety Laboratories						
QuantStudio 5	2725211304	1/1/2025	\$7,344.00	\$7,344.00	\$7,344.00	\$22,032.00
Quantstudio 5	2725211314	1/1/2025	\$7,344.00	\$7,344.00	\$7,344.00	\$22,032.00
Veriti Thermal Cycler	2990239711	1/1/2025	\$1,298.04	\$1,298.04	\$1,298.04	\$3,894.12
Veriti Thermal Cycler	2990238041	1/1/2025	\$1,298.04	\$1,298.04	\$1,298.04	\$3,894.12
Veriti Thermal Cycler	2990238443	1/1/2025	\$1,298.04	\$1,298.04	\$1,298.04	\$3,894.12
DES Total						\$55,746.36
Contract Total						\$458,770.32

11. INVOICE:

11.1. Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

11.2. Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

11.3. The invoice shall be sent to the address of the using agency under agreement.

12. PAYMENT:

12.1. 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>.

Exhibit D

Life Technologies Quotes 40556250 and 40715524 (002) are incorporated here within.

Exhibit E

Life Technologies Sole Source letter is incorporated here within.

State of New Hampshire

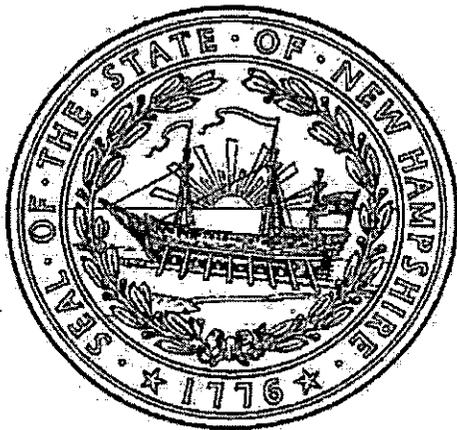
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that LIFE TECHNOLOGIES CORPORATION is a Delaware Profit Corporation registered to transact business in New Hampshire on March 30, 2011. 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: 646699

Certificate Number: 0007170765



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of April A.D. 2025.

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

David M. Scanlan
Secretary of State

LIFE TECHNOLOGIES CORPORATION

CERTIFICATE OF ASSISTANT SECRETARY SIGNATURE AUTHORITY

I HEREBY CERTIFY:

That I am Assistant Secretary of Life Technologies Corporation, a corporation organized and existing under the laws of the State of Delaware and having its principal place of business in Carlsbad, California. Acting in such capacity, I hereby further certify that each of the following employees of Life Technologies Corporation has been duly delegated the authority to sign in the name and on behalf of Life Technologies Corporation and its subsidiaries Applied Biosystems, LLC and Life Technologies Inc. (collectively, the Company), purchase orders, purchase and sale agreements, responses to and agreements entered into in connection with bids and requests for proposals, and other agreements, in each case for or relating to (i) the purchase of the Company's instruments, consumables, or other products that are offered for sale or distributed by the Company, or (ii) the performance of repair, maintenance, or other services by the Company with respect to such instruments or other products (all of the above, collectively, "Agreements"), each of a value, as determined in good faith by the authorized individual named below executing same, not to exceed the amount set forth opposite each such individual's name in the table below, provided that such Agreement(s) to be executed is/are in compliance with all necessary and applicable company requirements. The execution in the name and on behalf of the Company of any such Agreements by the persons named below prior to the date of this instrument that were within the authority herein granted is hereby ratified, confirmed and adopted in all respects.

Such Agreements may contain, subject to any limitations set forth above, such terms and conditions as the authorized persons signing same may approve in his or her sole discretion, each such person's execution and delivery of any Agreements to be conclusive evidence of his or her approval thereof.

The authority herein granted to may be revoked at any time with respect to any individual named below until revoked or until such individual is no longer an employee of Life Technologies Corporation or any of its affiliated entities. Upon the occurrence of either such event, the authority herein granted to the subject individual shall be and is revoked.

Approved Signatories and Limitations:

<u>Name of Employee</u>	<u>Title</u>	<u>Limitation</u>
Joseph Bozzuti	Contracts Counsel	\$1,000,000
Raquel Feitosa	Contracts Counsel	\$1,000,000
Jennifer Rowland	Contracts Counsel	\$1,000,000
Jorge C. Barreno	Gov't Contracts Counsel	\$1,000,000
Patricia A. Trigueiro*	Manager, Contracts	\$500,000
Lori Drapeau*	Contracts Specialist	\$500,000
Gigi Chapman*	Contracts Specialist	\$500,000
Iliana Vazquez*	Contracts Specialist	\$500,000
Brooke Gambone*	Contracts Specialist	\$500,000
Matt Quinn	Government Contracts Manager	\$500,000
Katherine McGregor	Government Contracts Manager	\$500,000
Mark Spellman	Government Contracts Manager	\$500,000

** Two of any combination of the asterisks (*) individuals may be combined for a signature authority limit of \$1,000,000.*

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of Life Technologies Corporation as of the 21 day of February, 2023.

Genoffir MacLeod

Genoffir MacLeod
Assistant Secretary
Life Technologies Corporation

From: Smith, Yvonne
To: Burgess, Steven
Cc: Oliveira, Jessica S.
Subject: RE: Contract 8003612 P-37 Life Technologies_Life 1162025 SHB
Date: Friday, May 16, 2025 1:27:06 PM
Attachments: Certificate of Assistant Secretary - Signature Authority - 02-21-2023.pdf

EXTERNAL EMAIL WARNING! This email originated outside of the New Hampshire Executive Branch network. Do not open attachments or click on links unless you recognize the sender and are expecting the email. Do not enter your username and password on sites that you have reached through an email link. Forward suspicious and unexpected messages by clicking the Phish Alert button in your Outlook and if you did click or enter credentials by mistake, report it immediately to helpdesk@doit.nh.gov!

Hello Steve,

I have been asked to respond on behalf of our Corporate Counsel, confirming that Gigi Chapman and Lliana Vazquez are both employees and that the authority has not been revoked. Please proceed with your internal process so that we can have this agreement finalized.

Regards,

Yvonne Smith
Contracts Administrator
Life Sciences Solutions Group

Thermo Fisher Scientific.
5781 Van Allen Way
Carlsbad, CA 92008
Direct: 346-324-3837
E-mail: Yvonne.Smith@thermofisher.com
www.thermofisher.com

Your vision of success is my mission statement!

WORLDWIDE CONFIDENTIALITY NOTE: Dissemination, distribution or copying of this e-mail or the information herein by anyone other than the intended recipient, or an employee or agent of a system responsible for delivering the message to the intended recipient, is prohibited. If you are not the intended recipient, please inform the sender and delete all copies.

From: Burgess, Steven <Steven.H.Burgess@das.nh.gov>
Sent: Tuesday, April 29, 2025 9:35 AM
To: Smith, Yvonne <yvonne.smith@thermofisher.com>
Cc: Oliveira, Jessica S. <jessica.oliveira@thermofisher.com>
Subject: RE: Contract 8003612 P-37 Life Technologies_Life 1162025 SHB

CAUTION: This email originated from outside of Thermo Fisher Scientific. If you believe it to be suspicious, report using the 'Report this email' button, which is displayed with a shield icon in Outlook, or send to SOC@thermofisher.com.

Good morning Yvonne,

The contract has reached the Attorney General's office for their review. They have requested confirmation of employment status and that the approval to sign the contract has

SERVICE AGREEMENT QUOTATION

Life Technologies Corporation
 North American Sales and Service
 Attn: Service Contract Administration
 Mailstop: PLE C-1
 5781 Van Allen Way
 Carlsbad, CA 92008
 Tel: 1-800-955-6288, option 3,3
 Email: service.sales@thermofisher.com

TO
 Megan Odonnell
 NH State Police Concord
 33 Hazen Dr
 CONCORD NH 03305
 UNITED STATES

QUOTE NO. 40556250
 ORIGINAL QUOTATION DATE 04/06/2020
 REVISION DATE 12/02/2024
 EFFECTIVE 01/01/2025 TO 12/31/2027
 PAGE 1 OF 4
 QUOTE VALID TO 01/31/2025

TELEPHONE: 603-223-8353
 FAX:
 YOUR REFERENCE:

Customer PO No.

This agreement is entered into between Life Technologies and the undersigned Customer in consideration of the payments provided for in this Agreement. Subject to the terms and conditions of this Agreement, Life Technologies agrees to perform the services set forth on the attachment to this Agreement on the equipment listed below for the period described.

ITEM NO.	QTY.	EQUIPMENT DESCRIPTION/ EFFECTIVE DATES/ NOTES	SERIAL NUMBER	COVERAGE	EXTENDED PRICE USD
0010	1	Veriti Thermal Cycler Begin Date: 01/01/2025 End Date: 12/31/2027	(2990238443)	AB RC Support	\$ 3,894.12
0020	1	Veriti Thermal Cycler Begin Date: 01/01/2025 End Date: 12/31/2027	(2990239711)	AB RC Support	\$ 3,894.12
0030	1	Veriti Thermal Cycler Begin Date: 01/01/2025 End Date: 12/31/2027	(2990238443)	AB RC Support	\$ 3,894.12
0040	1	QUANTSTUDIO 5, 0.2ML BLOCK Begin Date: 01/01/2025 End Date: 12/31/2027	(2725211304)	AB Assurance 1PM	\$ 22,032.00
0050	1	QUANTSTUDIO 5, 0.2ML BLOCK Begin Date: 01/01/2025 End Date: 12/31/2027	(2725211314)	AB Assurance 1PM	\$ 22,032.00

Terms of payment are net 30 days from invoice date. This quotation is subject to the terms and conditions attached. Stenographical and clerical errors on the face of this form are subject to correction.

NOTE: Customer is responsible for applicable taxes, including sales, use and/or excise tax.

PLEASE SIGN THIS SERVICE AGREEMENT QUOTATION AND RETURN A COPY ALONG WITH YOUR PURCHASE ORDER.

ACCEPTED BY CUSTOMER

Signature of authorized person

Please print name and title

Date

Jessica Oliveira

Service Sales Representative

Maestro User

Prepared by

12/02/2024

Date

~ NOTICE OF CONFIDENTIALITY~ The contents of this quotation including but not limited to pricing and services information are confidential to Life Technologies and/or its affiliate(s). This quote and its contents are intended only for the customer named in this quote and not for distribution to any third party.

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 North American Sales and Service
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 5781 Van Allen Way
 Carlsbad, CA 92008
 Tel: 1-800-955-6288, option 3,3
 Email: service.sales@thermofisher.com

QUOTE NO. 40556250
 ORIGINAL QUOTATION DATE 04/06/2020
 REVISION DATE 12/02/2024
 EFFECTIVE 01/01/2025 TO 12/31/2027
 QUOTE VALID TO 01/31/2025

ITEM NO.	QTY.	EQUIPMENT DESCRIPTION/ EFFECTIVE DATES/ NOTES	SERIAL NUMBER	COVERAGE	EXTENDED PRICE USD
Total net price:					\$ 55,746.36
<p>Contract Notes:</p> <p>Your WARRANTY will expire on 09/12/2020.</p> <p>*****</p> <p>Quoted price is valid only if the purchase order is received on or before the quotation valid-to date.</p> <p>*****</p> <p>Lock in today's service contract price for 2 or more years.</p> <p>*****</p> <p>To expedite your order, the signed service agreement and purchase order may be faxed to 925-426-2051 or emailed to service.sales@lifetech.com.</p> <p>Payment is due 30 days from invoice date. Applicable taxes are extra.</p> <p>*****</p> <p>Please contact your Service Sales Representative for more information.</p> <p>Jéssica Oliveira Direct phone: + 1 (437) 998-7463 direct email: jessica.oliveira@ThermoFisher.com Team tel: 1-800-955-6288, option 3,3</p> <p>*****</p>					

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Life Technologies Corporation
 North American Sales and Service
 Attn: Service Contract Administration
 Mailstop: PLE C-1
 5781 Van Allen Way
 Carlsbad, CA 92008
 Tel: 1-800-955-6288, option 3,3
 Email: service.sales@thermofisher.com

TO Erica Brisson
 STATE OF NEW HAMPSHIRE
 PUBLIC HEALTH LABS
 29 HAZEN DR
 CONCORD NH 03301
 UNITED STATES

QUOTE NO. 40715524
 ORIGINAL QUOTATION DATE 06/03/2024
 REVISION DATE 12/02/2024
 EFFECTIVE 01/01/2025 TO 12/31/2027
 PAGE 1 OF 6
 QUOTE VALID TO 12/31/2024

TELEPHONE: 603-271-7272
 FAX:
 YOUR REFERENCE:

Customer PO No.

This agreement is entered into between Life Technologies and the undersigned Customer in consideration of the payments provided for in this Agreement. Subject to the terms and conditions of this Agreement, Life Technologies agrees to perform the services set forth on the attachment to this Agreement on the equipment listed below for the period described.

ITEM NO.	QTY.	EQUIPMENT DESCRIPTION/ EFFECTIVE DATES/ NOTES	SERIAL NUMBER	COVERAGE	EXTENDED PRICE USD
0250	1	7500FAST DX Service Begin Date: 01/01/2025 End Date: 12/31/2027	(275030026)	AB Assurance,2OQ,1PM	\$ 37,191.60
0260	1	7500 FAST Real Time PCR System Begin Date: 01/01/2025 End Date: 12/31/2027	(275012617)	AB Assurance 1PM	\$ 24,389.28
0270	1	7500 FAST Real Time PCR System Begin Date: 01/01/2025 End Date: 12/31/2027	(275013583)	AB Assurance 1PM	\$ 24,389.28
0280	1	7500FAST DX Service Begin Date: 01/01/2025 End Date: 12/31/2027	(275011259)	AB Assurance,2OQ,1PM	\$ 37,191.60
0300	1	7500 FAST Real Time PCR System	(275015330)	AB Assurance 1PM	\$ 24,389.28

Terms of payment are net 30 days from invoice date. This quotation is subject to the terms and conditions attached. Stenographical and clerical errors on the face of this form are subject to correction.

NOTE: Customer is responsible for applicable taxes, including sales, use and/or excise tax.

PLEASE SIGN THIS SERVICE AGREEMENT QUOTATION AND RETURN A COPY ALONG WITH YOUR PURCHASE ORDER.

ACCEPTED BY CUSTOMER

Jessica Oliveira

Signature of authorized person

Service Sales Representative

Maestro User

12/02/2024

Please print name and title

Date

Prepared by

Date

~ NOTICE OF CONFIDENTIALITY~ The contents of this quotation including but not limited to pricing and services information are confidential to Life Technologies and/or its affiliate(s). This quote and its contents are intended only for the customer named in this quote and not for distribution to any third party.

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 North American Sales and Service
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 5781 Van Allen Way
 Carlsbad, CA 92008
 Tel: 1-800-955-6288, option 3,3
 Email: service.sales@thermofisher.com

QUOTE NO. 40715524
 ORIGINAL QUOTATION DATE 06/03/2024
 REVISION DATE 12/02/2024
 EFFECTIVE 01/01/2025 TO 12/31/2027
 QUOTE VALID TO 12/31/2024

ITEM NO.	QTY.	EQUIPMENT DESCRIPTION/ EFFECTIVE DATES/ NOTES	SERIAL NUMBER	COVERAGE	EXTENDED PRICE USD
		Begin Date: 01/01/2025 End Date: 12/31/2027			
0310	1	KINGFISHER FLEX ,96 DW UNIT	(711-80837)	AB Assurance 1PM	\$ 23,981.40
		Begin Date: 01/01/2025 End Date: 12/31/2027			
0320	1	KINGFISHER FLEX ,96 DW UNIT	(711-82657)	AB Assurance 1PM	\$ 23,981.40
		Begin Date: 01/01/2025 End Date: 12/31/2027			
0330	1	7500FAST DX Service	(275032069)	AB Assurance,2OQ,1PM	\$ 37,191.60
		Begin Date: 01/01/2025 End Date: 12/31/2027			
0340	1	7500FAST DX Service	(275032053)	AB Assurance,2OQ,1PM	\$ 37,191.60
		Begin Date: 01/01/2025 End Date: 12/31/2027			
0350	1	7500FAST DX Service	(275032119)	AB Assurance,2OQ,1PM	\$ 37,191.60
		Begin Date: 01/01/2025 End Date: 12/31/2027			
0360	1	7500FAST DX Service	(275032117)	AB Assurance,2OQ,1PM	\$ 37,191.60
		Begin Date: 01/01/2025 End Date: 12/31/2027			
0370	1	3500xL Genetic Analyzer	(33346-060)	AB Assurance 1PM	\$ 58,743.72
		Begin Date: 01/01/2025 End Date: 12/31/2027			
Total net price:					\$ 403,023.96

- NOTICE OF CONFIDENTIALITY- The contents of this quotation including but not limited to pricing and services information are confidential to Life Technologies and/or its affiliate(s). This quote and its contents are intended only for the customer named in this quote and not for distribution to any third party.

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 5781 Van Allen Way
 Carlsbad, CA 92008
 Tel: 1-800-955-6288, option 3,3
 Email: service.sales@thermofisher.com

QUOTE NO. 40715524
 ORIGINAL QUOTATION DATE 06/03/2024
 REVISION DATE 12/02/2024
 EFFECTIVE 01/01/2025 TO 12/31/2027
 QUOTE VALID TO 12/31/2024

ITEM NO.	QTY.	EQUIPMENT DESCRIPTION/ EFFECTIVE DATES/ NOTES	SERIAL NUMBER	COVERAGE	EXTENDED PRICE USD
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Contract Notes:

Your current agreement will expire on 12/31/2024.

Previous purchase order no. 8003024.

 Quoted price is valid only if the purchase order is received on or before the quotation valid-to date.

Lock in today's service contract price for 2, or more years, if applicable.

To expedite your order, the signed service agreement and purchase order may be emailed to service.sales@lifetech.com.

Please issue the purchase order to Life Technologies and include the following:

- Quotation number
- Billing address
- Instrument(s) location

- Payment is due 30 days from invoice date.
- Applicable taxes are extra.
- Billing Frequency for multiyear agreements is upfront in full, or annual in advance

NOTE: If you submit PO's through a B2B system, please include this Quote # in the comments section to ensure proper processing.

Please contact your Sales Representative for more information:

Jéssica Oliveira
 direct email: Jessica.Oliveira@Thermofisher.com
 Team tel: 1-800-955-6288, option 3 then option 3



5781 Van Allen Way
Mail Stop: PLE C-1
Carlsbad, CA 92008 USA
T 800.955.6288 F 925.426.2051
www.thermofisher.com

November 18 2024,
Megan Odonnell,
NEW HAMPSHIRE DEPT OF SAFETY
41 HAZEN DR
CONCORD NH 03305
RE: Sole Source Statement

Dr David Santoro,

Capability and Sole Source Statement for Services related to Veriti Thermal Cycler and QUANTSTUDIO 5, 0.2ML BLOCK Service.

This is to certify that Life Technologies (Original Equipment Manufacturer), a part of Thermo Fisher Scientific, is the only organization that provides services related for maintenance and repair of the **Veriti Thermal Cycler and QUANTSTUDIO 5, 0.2ML BLOCK** in accordance with the criteria specified in the attached "Thermo Fisher Scientific Service Advantages" letter. Only Thermo Fisher Scientific's personnel possess the requisite product knowledge and specialized training to provide such services.

For service contract questions, please contact Service Sales Representative Jéssica Oliveira: +1 (437) 998-7463, option 3,2. Should you have any other questions or concerns, please feel free to contact me at 289-962-3777 .

Sincerely,

Michel Al-Tannouri

Michel Al-Tannouri
Senior Service Operations Representative
North American Service Operations