109- 7/29/26

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH

Lori A. Weaver
Commissioner

Iain N. Watt
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

May 28, 2026

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, Division of Public Health, to enter into a **Sole Source** amendment to an existing contract with Mirion Technologies (Canberra), Inc. (VC #174785), Meriden, CT, to continue providing maintenance and repair services for the Canberra Radiochemistry Analyzer Systems utilized by the Department's Public Health Laboratories, by exercising a contract renewal option by increasing the price limitation by $133,568 from $174,197 to $307,765 and extending the completion date from August 31, 2026 to August 31, 2029, effective September 1, 2026, upon Governor and Council approval. 1% General Funds. 99% Other Funds (Radiological Health Assessment).

The original contract was approved by Governor and Council on September 6, 2023, item #13.

Funds are available in the following accounts for State Fiscal Year 2027, and are anticipated to be available in State Fiscal Years 2028, 2029, and 2030, upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. The equipment parts and software updates required for continued operation of the Canberra Radiochemistry Analyzer Systems are proprietary to the Contractor and must be serviced by trained and authorized service engineers. The Contractor is the only vendor able to provide the necessary services.

The purpose of this request is for the Contractor to continue providing the required preventative maintenance service, technical support, and emergency repair services for the radiological detection Canberra systems. These systems support the Public Health Laboratories Radiochemistry Laboratory's mission to collect, process, and analyze environmental and radiological samples in the vicinity of the Seabrook Station Nuclear Power Plant and other locations. The equipment is critical to supporting routine radiation monitoring, radiological emergency preparedness and response activities, statewide emergency operations, and incident

assessment activities. The services ensure continuous operational readiness and 24-hour response capabilities for the Department's radiological health activities.

The Contractor will continue to maintain the Canberra systems to ensure they are operational as an essential component of the New Hampshire Nuclear Response Plan (NHNERP) mandated by NH RSA 107-B.

The Department will continue to monitor Contracted services through required activities, including:

One (1) yearly on-site preventative maintenance visit;

- One (1) unscheduled on-site emergency visit for repair services and toll-free telephone support performed due to an instrument malfunction, as applicable; and
- Technical support provided by telephone and/or email.

As referenced in Exhibit A of the original agreement, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval. The Department is exercising its option to renew services for three (3) years of the three (3) years available.

Should the Governor and Council not authorize this request, the Department may be unable to analyze environmental samples to assess radiological risks to the public and may have diminished capacity in the event of a radiological emergency.

Area served: Statewide.

Respectfully submitted,

For:

Lori A. Weaver
Commissioner

Fiscal Details

05-95-90-903510-15910000- HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF EMERGENCY PREP RESPONSE AND RECOV, RADIOLOGICAL EMERGENCY RESPONSE 100% Other Funds-HSEM Rad Health Assessment

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	024-500225	Maintenance Other Than Bldg & Grounds	90030001	$42,269	$0	$42,269
2025	024-500225	Maintenance Other Than Bldg & Grounds	90030001	$57,627	$0	$57,627
2026	024-500225	Maintenance Other Than Bldg & Grounds	90030001	$59,353	$0	$59,353
2027	024-500225	Maintenance Other Than Bldg & Grounds	90030001	$14,948	$27,469	$42,417
2028	024-500225	Maintenance Other Than Bldg & Grounds	90030001	$0	$36,542	$36,542
2029	024-500225	Maintenance Other Than Bldg & Grounds	90030001	$0	$38,004	$38,004
2030	024-500225	Maintenance Other Than Bldg & Grounds	90030001	$0	$6,375	$6,375
			Subtotal	***$174,197***	***$108,390***	***$282,587***

05-95-90-903010-18780000- HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, LAB EQUIPMENT FUND 100% Other Funds- Water Lab Fees

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2027	024-500225	Maintenance Other Than Bldg & Grounds	90187801	$0	$6,188	$6,188
2028	024-500225	Maintenance Other Than Bldg & Grounds	90187801	$0	$7,672	$7,672
2029	024-500225	Maintenance Other Than Bldg & Grounds	90187801	$0	$7,980	$7,980
2030	024-500225	Maintenance Other Than Bldg & Grounds	90187801	$0	$1,338	$1,338
			Subtotal	***$0***	***$23,178***	***$23,178***

Fiscal Details

05-95-90-903010-79660000- HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, PUBLIC HEALTH LABORATORIES 100% General Funds						
State Fiscal Year	**Class / Account**	**Class Title**	**Job Number**	**Current Budget**	**Increased (Decreased) Amount**	**Revised Budget**
2027	024-500225	Maintenance Other Than Bldg & Grounds	90059000	$0	$2,000	$2,000
			Subtotal	***$0***	***$2,000***	***$2,000***
			TOTAL	**$174,197**	**$133,568**	**$307,765**

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Radiochemistry Analyzer System Contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Mirion Technologies (Canberra), Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 6, 2023 (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7., Completion Date, to read:

   August 31, 2029

2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:

   $307,765

3. Modify Exhibit A, Revisions to Standard Provisions, by adding Subsection 1.4., to read:

   1.4 Paragraph 6, Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity, Subparagraph 6.1., is amended as follows:

   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, RSA 151:21 Patients' Bill of Rights, 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.

4. Modify Exhibit B – Scope of Services, Section 1.1., to read:

   1.1. The Contractor must provide maintenance and repair service for the Canberra Radiochemistry Analyzer Systems (Apex Gamma Spectroscopy and Apex Alpha/Beta Gas Proportional Counters) in this Agreement.

5. Modify Exhibit B, Scope of Services, Section 1.6.1 (lead-in statement only), to read:

   1.6.1. One (1) Unscheduled On-Site Emergency Visit for repair services and toll-free telephone support performed due to an instrument malfunction.

6. Modify Exhibit B – Scope of Services, Section 1.6.2 (lead-in statement only), to read:

   1.6.2. One (1) scheduled on-site preventive maintenance (PM) visit performed each contract year at a mutually agreeable time.

7. Modify Exhibit B, Scope of Services, Section 1.6.3., to read:

   1.6.3. Unlimited replacement parts with the exception of the detector window on Gas Proportional systems and lead shields on HpGe systems.

8. Modify Exhibit C, Payment Terms; Section 1., to read:

   1. This Agreement is funded by:

      1.1. 1% General funds; and

      1.2. 99% Other funds (Emergency Response Radiochemistry).

9. Modify Exhibit C, Payment Terms, Section 3., to read:

   3. Payment must be for services provided in the fulfillment of this Agreement, as specified in Exhibit B, Scope of Services, and in accordance with the table below:

Months of Coverage	1-10	11-22	23-34	35-46	47-58	59-70	71-72	
Payment per State Fiscal Year (SFY)	SFY 2024	SFY 2025	SFY 2026	SFY 2027	SFY 2028	SFY 2029	SFY 2030	**Total**
	$42,269	$57,627	$59,353	$50,605	$44,214	$45,984	$7,713	**$307,765**

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective September 1, 2026, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/23/2026
Date

DocuSigned by:
Iain Watt
D778BB63F9704C7...
Name: Iain Watt
Title: Director - DPH

Mirion Technologies (Canberra), Inc.

May 28, 2026
Date

audrey summers
Name: Audrey Summers
Title: VP Global Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/29/2026
Date

DocuSigned by:
Robyn Guarino
748734844941460...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MIRION TECHNOLOGIES (CANBERRA), INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on December 11, 2001. 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: **388495**
Certificate Number: **0007924786**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of May A.D. 2026.

David M. Scanlan
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Adrian Wolff, of Mirion Technologies (Canberra) Inc. do hereby certify that:

1. I am the Corporate Counsel of Mirion Technologies (Canberra) Inc.
2. That the VP of Global Services is hereby authorized on behalf of this company to enter into said contracts with the State of New Hampshire, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate, and Audrey Summers is the duly elected VP Global Services of Mirion Technologies (Canberra) Inc.
3. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the company and that this authorization shall remain valid for thirty (30) days from the date of this certificate.

DocuSigned by:
Adrian Wolff
2743383514224C4...

28-May-26 | 12:12 PDT

_____ _____

Name: Adrian Wolff Date
Title: Corporate Counsel
Company Name: Mirion Technologies (Canberra), Inc.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/16/2025

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

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

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED Mirion Technologies, Inc. Mirion Technologies (Canberra), Inc. 1218 Menlo Drive, NW Suite A Atlanta, GA 30318	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Chubb Indemnity Insurance Company 12777 INSURER B : Federal Insurance Company 20281 INSURER C : Travelers Indemnity Company 25658 INSURER D : Travelers Indemnity Company of CT 25682 INSURER E : Swiss RE International SE B0836 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W42391555 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Deductible: $25,000 GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			D0344-1234	12/15/2025	12/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			73606735	12/15/2025	12/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			5673-3075	12/15/2025	12/15/2026	EACH OCCURRENCE AGGREGATE Prods/Comp Ops	$ 5,000,000 $ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-1W68308A-25-I3-K	12/15/2025	12/15/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Workers Compensation & Employers Liability Per Statute			UB-1W702718-25-I3-R	12/15/2025	12/15/2026	E.L - Each Accident E.L. Disease-EA Empl E.L. Disease-Pol Lmt	$1,000,000 $1,000,000 $1,000,000

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

SEE ATTACHED

CERTIFICATE HOLDER

The State of New Hampshire
Department of Human Health Services
Attn: Contracts & Procurement Unit
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE