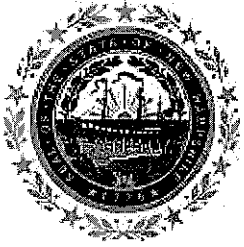


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State of New Hampshire

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

June 16, 2026

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 contract with Lifesavers, Inc. (VC#166730) of Fairfield, NJ in an amount up to and not to exceed \$466,000.00 for the supply of automated external defibrillators, (AED) manufactured by Defibtech, with an option to extend for up to an additional two years effective upon the upon approval by the Governor and Executive Council through June 30, 2031.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property (BoPP), issued request for bid (RFB) 3127-26 on March 26, 2026, with responses due on April 14, 2026. The solicitation reached 75 vendors. The strategic goal was to establish multiple contract awards based on the lowest compliant cost per category, allowing the State to support its existing variety of AED infrastructure. Three competitive responses were received with the two lowest compliant responses from the incumbent contractor, Lifesavers, Inc., and CPR Savers & First Aid Supply LLC. Based on the lowest-cost compliant submissions, approval of these contracts will authorize agreements with both vendors, spanning three major AED brands, including Defibtech, Philips and ZOLL.

This contract upon approval, for automated external defibrillators, with Lifesavers, Inc., will provide continued statewide access to crucial lifesaving devices needed by state agencies and other eligible participants. The absence of this contract would result in utilizing agencies and participants having to switch product line over to another type of AED system(s).

Each month, first responders in New Hampshire are dispatched to an average of 200 adult cardiac arrests. Data shows that when a bystander, state employee or other non-medically trained individual uses an on-scene AED, they deliver an average of two critical, lifesaving shocks before local public safety arrives. To maintain this vital safety net without interruption, state agencies require reliable, continuous access to the specific AED devices and equipment already deployed across our facilities.

Research highlighted by the National Institutes of Health shows that among individuals with a "shockable" rhythm, those who receive an AED shock from a bystander have a much higher survival rate (67%) compared to those waiting for EMS without such intervention (43%).

Contract financials	
Estimated annual spend	\$74,545.15
Estimated five-year term spend	\$372,725.75
Recommended price limitation	\$466,000.00

Based on the foregoing, I am respectfully recommending approval of the contract with Lifesavers, Inc.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

RFB 3127-26 AED SUMMARY

PHILIPS		CPR Savers	Life Savers	Rescue One	TC Medicare	Vidl Sourcing	School Health
Estimated annual spend		\$95,718.00	No Bid	\$106,166.00	\$100,074.22	\$98,124.00	No Bid
Estimated term spend		\$478,590.00	No Bid	\$530,830.00	\$500,371.10	\$490,620.00	No Bid
Add allowance for balance of product line		\$120,410.00	No Bid	\$132,707.50	\$125,092.78	\$122,655.00	No Bid
Recommended price limitation		\$599,000.00	No Bid	\$663,537.50	\$625,463.88	\$613,275.00	No Bid
ZOLL							
Estimated annual spend		CPR Savers	Life Savers	Rescue One	TC Medicare	Vidl Sourcing	School Health
Estimated term spend		\$61,814.00	No Bid	\$68,850.00	No Bid	No Bid	\$87,613.92
Add allowance for balance of product line		\$309,070.00	No Bid	\$344,250.00	No Bid	No Bid	\$438,069.60
Recommended price limitation		\$77,930.00	No Bid	\$86,062.50	No Bid	No Bid	\$109,517.40
		\$387,000.00	No Bid	\$430,312.50	No Bid	No Bid	\$547,587.00
TOTAL PRICE LIMITATION-PHILIPS & ZOLL		\$986,000.00		\$1,093,850.00			
DEFIBTECH							
Estimated annual spend		CPR Savers	Life Savers	Rescue One	TC Medicare	Vidl Sourcing	School Health
Estimated term spend		\$87,692.50	\$74,545.15	\$86,410.00	No Bid	No Bid	No Bid
Add allowance for balance of product line		\$438,462.50	\$372,725.75	\$432,050.00	No Bid	No Bid	No Bid
Recommended price limitation		\$109,615.63	\$93,274.25	\$108,012.50	No Bid	No Bid	No Bid
		\$548,078.13	\$466,000.00	\$540,062.50	No Bid	No Bid	No Bid

Special Notes: The bid tabulation provides a clear cost comparison for all bidders by manufacturer. The solicitation was intentionally structured to award multiple contracts for Automated External Defibrillators (AEDs) across three different manufacturers, with the potential for up to three suppliers.

CPR Savers offered the lowest overall cost for AED units manufactured by Philips and Zoll, reflecting an average price reduction of approximately 6.5% compared to current costs.

Life Savers Inc. submitted the most competitive pricing for AED units manufactured by Defibtech, achieving average cost savings of approximately 5%.

These results support the intended multi-award structure and demonstrate meaningful cost efficiencies across all three AED manufacturers.

RFB 3127-26 AED Manufactured by Philips

Bid RFB#	Automated External Defibrillators (AED) 3127-26	Agency Requisition#	Statewide											
Agent Name	Carrie Martin	Bid Closing	4/14/26 @ 11:00 AM											
Indicates AEO														
Qty.	UOM	Product Description	CPR Savers		Rescue one		T-C Medicare		VitalSource		Expiring Contract			
			Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost		
23	EA	PHILIPS "HeartStart OnSite" semi-automatic Model 5066A (or updated current model) – Portable (Pkg 1)	\$995.00	\$22,885.00	\$1,120.00	\$25,760.00	\$940.38	\$21,628.74	\$959.00	\$22,057.00	\$1,095.68	\$25,200.64		
10	EA	PHILIPS "FRx" semi-automatic Model #861304 (or updated current model) – Portable (Pkg 1)	\$1,405.00	\$14,050.00	\$1,505.00	\$15,050.00	\$1,373.32	\$13,733.20	\$1,339.00	\$13,390.00	\$1,505.49	\$15,054.90		
23	EA	PHILIPS "HeartStart OnSite" semi-automatic Model 5066A (or updated mode) – Fixed Location (Pkg 2)	\$1,045.00	\$24,035.00	\$1,270.00	\$29,210.00	\$1,212.30	\$27,882.90	\$1,019.00	\$23,437.00	\$1,250.83	\$28,769.09		
10	EA	PHILIPS "FRx" semi-automatic Model #: 861304 (or updated current model) – Fixed Location (Pkg 2)	\$1,455.00	\$14,550.00	\$1,660.00	\$16,600.00	\$1,645.20	\$16,452.00	\$1,399.00	\$13,990.00	\$1,660.64	\$16,606.40		
34	EA	M5071A Adult SMART Pads Cartridge	\$61.00	\$2,074.00	\$57.00	\$1,938.00	\$62.59	\$2,128.06	\$75.00	\$2,550.00	\$54.89	\$1,866.26		
20	EA	M5072A Pediatric SMART Pads Cartridge	\$85.00	\$1,700.00	\$88.00	\$1,760.00	\$84.51	\$1,690.20	\$105.00	\$2,100.00	\$84.17	\$1,683.40		
116	EA	M5070A HS1 AED Battery	\$139.00	\$16,124.00	\$133.00	\$15,428.00	\$135.32	\$15,697.12	\$175.00	\$20,300.00	\$128.08	\$14,857.28		
20	EA	68-PCHAT Fast Response (CPR) Kit	\$15.00	\$300.00	\$21.00	\$420.00	\$43.10	\$862.00	\$15.00	\$300.00	\$21.00	\$420.00		
Sub Total			\$95,718.00		\$106,166.00		\$100,074.22		\$98,124.00		\$104,457.97			
Estimated annual spend			\$95,718.00		\$106,166.00		\$100,074.22		\$98,124.00		\$104,457.97			
Estimated term spend			\$478,590.00		\$530,830.00		\$500,371.10		\$490,620.00		\$522,289.85			
Add allowance for balance of product line			\$120,410.00		\$120,410.00		\$120,410.00		\$120,410.00		\$120,410.00			
Recommended price limitation			\$599,000.00		\$651,240.00		\$620,781.10		\$611,030.00		\$642,699.85			

Recommendation Summary		Statewide
Statewide Contract or Amendment		5 Years W2 Year
Term of Contract		\$599,000.00
Price Limitation		3
Number of Compliant Solicitations Received		7
Number of Sourced bidders		97
Number of NIGP Vendors Sourced		101
Number of non-responsive bidders		Yes
P-37 Checklist Complete		Yes
D&B Report On File		Yes
Confirmed Vendor is not debarred or suspended (Sam.gov)		Yes
Method of Payment (P-Card/ACH)		P-Card /ACH
FOB Delivered		Yes
Special Notes: The bid tabulation provides a clear cost comparison for all bidders by manufacturer. The solicitation was intentionally structured to award multiple contracts for Automated External Defibrillators (AEDs) across three different manufacturers, with the potential for up to three suppliers.		
CPR Savers offered the lowest overall cost for AED units manufactured by Philips and Zoll, reflecting an average price reduction of approximately 6.5% compared to current costs.		
Life Savers Inc. submitted the most competitive pricing for AED units manufactured by Defibtech, achieving average cost savings of approximately 5%.		
These results support the intended multi-award structure and demonstrate meaningful cost efficiencies across all three AED manufacturers.		



RFB Bid Summary

RFB 3127-26 AED Manufactured by Zoll

Bid Description		Automated External Defibrillators (AED)		Agency Requisition#		Statewide					
RFB#		3127-26									
Agent Name		Carrie Martin		Bid Closing		4/14/26 @ 11:00 AM					
Indicates Award: ☐											
Qty	UOM	Product Description		CPR Savers		Rescue One		School Health		Expiring Contract	
				Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
20	EA	ZOLL "AED Plus" semi-automatic Model #: 8000-004000-01 (or updated current model) – Portable (Pkg 1)		\$1,375.00	\$27,500.00	\$1,475.00	\$29,500.00	\$1,715.87	\$34,317.40	\$1,460.55	\$29,211.00
10	EA	ZOLL "AED Plus" semi-automatic Model #: 8000-004000-01 (or updated current model) – Fixed Location (Pkg. 2)		\$1,645.00	\$16,450.00	\$1,625.00	\$16,250.00	\$2,073.80	\$20,738.00	\$1,615.70	\$16,157.00
24	EA	8900-0800-01 Adult CPR-D padz (5-year)		\$197.00	\$4,728.00	\$208.00	\$4,992.00	\$196.02	\$4,704.48	\$190.46	\$4,571.04
4	EA	8900-0801-01 Adult STAT-PADS II (2-year)		\$66.00	\$264.00	\$65.00	\$260.00	\$45.86	\$183.44	\$64.25	\$257.00
4	EA	8900-0810-01 Pedi-padz II (2 year)		\$109.00	\$436.00	\$117.00	\$468.00	\$110.26	\$441.04	\$106.50	\$426.00
300	EA	8000-0807-01 Lithium Batteries (5-year)		\$39.00	\$11,700.00	\$55.00	\$16,500.00	\$86.79	\$26,037.00	\$51.95	\$15,585.00
12	EA	8900-0807-01 CPR Accessory Kit		\$13.00	\$156.00	\$23.00	\$276.00	\$22.47	\$269.64	\$21.00	\$252.00
4	EA	8000-0855 9" Standard Wall Cabinet		\$145.00	\$580.00	\$151.00	\$604.00	\$230.73	\$922.92	\$145.00	\$580.00
		Sub Total		\$61,814.00		\$68,850.00		\$87,613.92		\$67,039.04	
Estimated annual spend				\$61,814.00		\$68,850.00		\$87,613.92		\$67,039.04	
Estimated term spend				\$309,070.00		\$344,250.00		\$438,069.60		\$335,195.20	
Add allowance for balance of product line				\$77,930.00		\$77,930.00		\$77,930.00		\$77,930.00	
Recommended price limitation				\$387,000.00		\$422,180.00		\$515,999.60		\$413,125.20	

Recommendation Summary		Statewide
Statewide Contract or Amendment		Statewide
Term of Contract	5 Years W2 Year Extension	
Price Limitation	\$387,000.00	
Number of Compliant Solicitations Received	3	
Number of Sourced bidders	7	
Number of NIGP Vendors Sourced	97	
Number of non-responsive bidders	101	
P-37 Checklist Complete	Yes	
D&B Report On File	Yes	
Confirmed Vendor is not debarred or suspended (Sam.gov)	Yes	
Method of Payment (P-Card/ACH)	P-Card /ACH	
FOB Delivered	Yes	
Special Notes: The bid tabulation provides a clear cost comparison for all bidders by manufacturer. The solicitation was intentionally structured to award multiple contracts for Automated External Defibrillators (AEDs) across three different manufacturers, with the potential for up to three suppliers. CPR Savers offered the lowest overall cost for AED units manufactured by Philips and Zoll, reflecting an average price reduction of approximately 6.5% compared to current costs. Life Savers Inc. submitted the most competitive pricing for AED units manufactured by Defibtech, achieving average cost savings of approximately 5%. These results support the intended multi-award structure and demonstrate meaningful cost efficiencies		

RFB 3127-26 AED Manufactured by Defibtech

LIFE SAFERS	Automated External Defibrillators (AED)	Agency	Statewide
RFB#	3127-26	Requisition#	
Agent Name	Carrie Martin	Bid Closing	4/14/26 @ 11:00 AM

Indicates Award

QTY	POW	Product Description	Unit Cost	Quantity	Unit Cost	Extended Cost	Reserve On	Expanding Contract
20	EA	DEFIBTECH "Lifeline" semi-automatic Model #: DDU-100 (or updated current model) - Portable (Pkg 1)	\$894.50	\$17,890.00	\$1,009.00	\$20,189.00	\$1,020.00	\$969.00 \$19,380.00
20	EA	DEFIBTECH "Lifeline" semi-automatic Model #: DDU-100 (or updated current model) - Fixed Location (Pkg 2)	\$964.95	\$19,299.00	\$1,060.00	\$21,200.00	\$1,170.00	\$1,064.00 \$21,280.00
45	EA	DDP-100 Adult Defibrillation Pads	\$46.44	\$2,085.80	\$51.50	\$2,317.50	\$50.00	\$49.80 \$2,241.00
25	EA	DDP-200P Pediatric Defibrillation Pads	\$91.23	\$2,280.75	\$113.00	\$2,825.00	\$98.00	\$89.25 \$2,231.25
100	EA	DCF-200 5-year Battery Pack w/9v battery	\$152.10	\$15,210.00	\$189.50	\$18,950.00	\$185.00	\$152.10 \$15,210.00
100	EA	DCF-210 7-year Battery Pack w/9v battery	\$176.47	\$17,647.00	\$220.50	\$22,050.00	\$192.00	\$188.10 \$18,810.00
10	EA	DAC-420 Rescue Pack (CPR Equipment)	\$12.86	\$128.60	\$17.00	\$170.00	\$21.00	\$24.15 \$241.50
Estimated annual spend			Sub Total		\$74,545.15		\$87,692.50	
Estimated term spend					\$74,545.15		\$87,692.50	
Add allowance for balance of product line					\$372,725.75		\$438,462.50	
Recommended price limitation					\$93,274.25		\$93,274.25	
					\$466,000.00		\$531,736.75	

Recommended Action Summary		Statewide
Statewide Contract or Amendment		Statewide
Term of Contract		5 Years W2 Year Extension
Price Limitation		\$466,000.00
Number of Compliant Solicitations Received		3
Number of Sourced bidders		7
Number of NIGP Vendors Sourced		97
Number of non-responsive bidders		101
P-37 Checklist Complete		Yes
D&B Report On File		Yes
Confirmed Vendor is not debarred or suspended (Sam.gov)		Yes
Method of Payment (P-Card/ACH)		P-Card /ACH
FOB Delivered		Yes
Special Notes: The bid tabulation provides a clear cost comparison for all bidders by manufacturer. The solicitation was intentionally structured to award multiple contracts for Automated External Defibrillators (AEDs) across three different manufacturers, with the potential for up to three suppliers. CPR Savers offered the lowest overall cost for AED units manufactured by Philips and Zoll, reflecting an average price reduction of approximately 6.5% compared to current costs. Life Savers Inc. submitted the most competitive pricing for AED units manufactured by Defibtech, achieving average cost savings of approximately 5%. These results support the intended multi-award structure and demonstrate meaningful cost efficiencies across all three AED manufacturers.		

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 – Contract # 8003832**

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 Savers Inc.		1.4 Contractor Address 39 Plymouth Street Fairfield, NJ 07004	
1.5 Contractor Phone Number 973-244-9111	1.6 Account Unit and Class Various	1.7 Completion Date June 30, 2031	1.8 Price Limitation \$466,000.00
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature  Date: 4-30-26		1.12 Name and Title of Contractor Signatory Robert Stickle President	
1.13 State Agency Signature  Date: 6-29-26		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: Christen Lavers On: 7/6/26			
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 reimbursement to the Contractor for all expenses, of

whatever nature incurred by the Contractor in the performance hereof and shall be the only and the complete compensation to the Contractor for the Services.

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

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

6.4 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines 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

There are no special provisions of this contract.

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

- 1.1. Life Savers Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Automated External Defibrillators (AED) items in accordance with the bid submission in response to State Request for Bid 3127-26 and as described herein.

2. CONTRACT DOCUMENTS:

- 2.1. This Contract consists of the following documents ("Contract Documents"):
 - 2.1.1. State of New Hampshire Terms and Conditions, General Provisions Form P-37
 - 2.1.2. EXHIBIT A Special Provisions
 - 2.1.3. EXHIBIT B Scope of Services
 - 2.1.4. EXHIBIT C Method of Payment
- 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: (2.1.1.), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2.1.3.) EXHIBIT B "Scope of Services," (2.1.4.) EXHIBIT C "Method of Payment," and

3. TERM OF CONTRACT:

- 3.1. The term of the contract shall commence on July 1, 2026, or upon approval of the Governor and Executive Council, whichever is later, through June 30, 2031.
- 3.2. The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Governor and Executive Council.
- 3.3. The maximum term of the Contract (including all extensions) cannot exceed seven (7) years.

4. SPECIFICATIONS:

- 4.1. Complete specifications required are detailed in the **SCOPE OF WORK** section of this contract.

5. SCOPE OF WORK:

- 5.1. Shall meet the 2010 American Heart Association/Emergency Care Committee (AHA/ECC) Cardiopulmonary resuscitation requirements. The AEDs shall be capable of being upgraded to future AHA/ECC requirements by the user.
- 5.2. US Food and Drug Administration (USFDA) approved
- 5.3. Bi-Phasic Shock Delivery
- 5.4. AEDs shall be capable of having cardiac arrest events data downloaded for post-event review.
- 5.5. (the actual download equipment with contract pricing shall be optional for purchase by the AED agency)
- 5.6. Prompts that is visual and auditory (in English) providing the user with AED uses instructions. These
- 5.7. prompts must provide detailed directions with one or more pictures /diagrams showing user best/most appropriate locations for defibrillation pad(s) placement.
- 5.8. Elapsed Time
- 5.9. Internal capability to record and abstract with a minimum of 15 minutes recording time of an incident event
- 5.10. Pre-approved "Medical Authorization" form for USFDA compliance (if necessary) for ordering organization contact information
- 5.11. Printed Operator's Guide (in English)
- 5.12. 1 (one) set Adult Defibrillation Pad(s) with a minimum of a 2-year expiration date. Defibrillation
- 5.13. Pad(s) shall be pre-gelled, self-adhesive, one-time use and disposable
- 5.14. Lithium battery with an operational user life of a minimum of four years

- 5.15. Pediatric patient capability
- 5.16. Device shall be able to perform daily automatic self-tests (to include, but not limited to): internal test, circuitry, waveform delivery system, defibrillation pad(s) connection status and battery status
- 5.17. Battery Insertion Test – upon battery insertion, automatic internal self-test for device
- 5.18. readiness with visual or auditory status update.
- 5.19. Green “ready” status indicator identifying device available for use. Audible and/or visual
- 5.20. indicator identifying need for device maintenance
- 5.21. 24 hour per day Contractor or Manufacturer technical support
- 5.22. Contractor shall include an itemized contract price list of all AED and AED trainer accessories available for the AED being offered. Such accessories/devices shall be available for the length of the contract including any contract extension(s). There will be no additional shipping charges for accessories/devices included at the time of the user order.
- 5.23. The above accessories/equipment information shall be listed separately from the “offered AED total delivered price” but included with the Contractor’s response.
- 5.24. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.
- 5.25. All orders shall be inspected and accepted by the State authorized representative by signing and dating the Contractor’s delivery ticket. Delivery ticket must include date of delivery, location of delivery, itemized by product description, product number, and quantity delivered at a minimum.
- 5.26. 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 or designee, 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.
- 5.27. Unless otherwise specified herein, all services/deliveries performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:00 P.M. for State business days, 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. No premium charges shall be paid for any off-hour work. All references to the time of day are Eastern Standard Time (EST).
- 5.28. If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.
- 5.29. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor’s employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.
- 5.30. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
- 5.31. The Contractor or their personnel shall not represent themselves as employees or agents of the State.

- 5.32. Delivery shall be made as ordered and in accordance with the terms specified herein. Unless otherwise specified by the State in writing, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of product from the carrier and placement on the State loading dock or receiving platform. The State receiving personnel are not required to assist in this process. Reasonable compliance with delivery terms shall be final and binding and the burden of proof of proper receipt of the order shall rest with the Contractor.
- 5.33. Label, package and palletize all orders in accordance with industry standard to ensure safe handling and proper and timely delivery. If a shipment is not on pallets or properly palletized at the time of delivery, the Contractor shall be responsible to palletize all products at the delivery Site. Contractor shall pick up all empty pallets on the next scheduled delivery day.
- 5.34. Product information must be clearly identified on packaging.
- 5.35. All orders shall be inspected and accepted by the State authorized representative by signing and dating the Contractor's delivery ticket. Delivery ticket must include date of delivery, location of delivery, itemized by product description, product number, and quantity delivered at a minimum.
- 5.36. Recalls: Contractor shall have the ability to track all products ordered and delivered. The Contractor shall have a product recall program that provides for notification within twenty-four (24) hours of the recall to the State which has received the recalled products. The Contractor shall pick up and replace all products that are subject to the recall at no additional cost to the State. Recalled products that are returned shall be credited on the next invoice.
- 5.37. Sample products for evaluation: All products offered under this contract may be selected by the State at any time, prior to or throughout the term of the contract, to provide for examination and testing. Samples shall be clearly labeled as to the contents and supplier. Samples submitted shall be the same product to be delivered under this contract. All samples must be provided at no charge to the State.
- 5.38. Deliveries missed due to inclement weather, breakdowns or other unforeseen condition must be rescheduled to the next business day.
- 5.39. Contractor shall notify the State of any holiday changes or lengthy closures in writing at least 21 calendar days prior to the holiday or closure.
- 5.40. Permanent modifications to the delivery schedule shall be approved by the State in writing before changes are implemented.
- 5.41. The Contractor shall be responsible for palletizing all products at the delivery site if a shipment is not on pallets or properly palletized at the time of delivery (i.e., if a pallet is tipped over during shipment).
- 5.42. The signature of state personnel on shipping documents shall signify the receipt but not the acceptance of the shipment signed for.
- 6. BACKORDERS AND SUBSTITUTIONS:**
- 6.1. The Contractor shall maintain adequate inventory levels to avoid out-of-stock situations. Any out-of-stock products must be communicated to the requestor within 24 hours of the placement of the order. **No substitutions shall be made without the written consent of the State.**
- 6.2. Items ordered but not delivered in error by the Contractor shall be credited on the next invoice or products delivered at a later date as mutually agreed upon in writing.
- 6.3. The Contractor shall notify the State Contracting Officer of any items no longer available and provide a recommended replacement.
- 7. RETURNED GOODS:**
- 7.1. The Contractor shall provide credit and/or replacement of products that are delivered outdated, damaged or defective, or products shipped in error by the Contractor within 48 hours of receipt and at no cost to the State. The Contractor may elect to dispose of product rather than return items to them with no charge to the State if products are delivered spoiled, outdated, damaged or defective, or products shipped in error by the Contractor. The Contractor shall accept returns of non-perishable items if ordered in error by the State at a

date agreed upon in writing by both parties or at the next delivery date. All items being returned shall be kept in the appropriate climate-controlled storage by the State until the agreed upon return date.

- 7.2. Non-perishable products ordered in error by the State shall be returned at a date agreed upon in writing by both parties or at the next delivery date for full credit on the next invoice. Products shall be in re-saleable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the Contractor.

8. DELIVERY LOCATIONS:

- 8.1. contractor, shall supply Automated External Defibrillators throughout the State of New Hampshire. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations, as needed. This does not include any eligible participants.
- 8.2. The Contractor shall be required to accomplish delivery of any item ordered under the contract within five (5) business days from the placement of the order.
- 8.3. The use of a private carrier to make delivery does not relieve the Contractor from the responsibility of meeting the delivery requirement.

9. ADDITIONAL REQUIREMENTS:

- 9.1. Emergency Plan: The Contractor shall have an emergency backup plan in place for any reason including but not limited to the event of a power outages, work stoppages, computer failures, shortages, or any other emergency. The Contractor's emergency plan must comply with the Department of Homeland Security guidelines as amended. Additional information is available in the following website address, as may be modified from time to time:
<http://www.ct.gov/demhs/cwp/view.asp?a=4490&q=553258&demhsNav=142956> and <http://www.fema.gov/>.
- 9.2. The State, in its sole discretion, may setoff and withhold (1) any costs or expenses including but not limited to costs or expenses such as overtime, that the State incurs resulting from the Contractor's unexcused breach under this contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts of whatever nature that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under this Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff and to withhold shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of this contract, all of which shall survive any setoffs and withholdings by the State.
- 9.3. The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency (State).
- 9.4. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby, or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.
- 9.5. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
- 9.6. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 9.7. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- 9.8. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

10. ACCOUNT REPRESENTATIVE:

- 10.1. The Contractor shall assign a dedicated account representative and a backup in their absence who will be responsible for the daily administration of this Contract. The account representative shall be familiar with all Contract requirements to ensure compliance with the terms of the Contract. The account representative shall respond by phone or email to Client Agency inquiries within 24 hours of initial contact or the next business

day if after normal business hours. The account representative's responsibilities shall include but not be limited to:

- 10.1.1. Coordinate business review meeting(s) either virtually or on-site with the State held at a cadence requested by the State.
- 10.1.2. Provide recommended process and productivity improvements related to potential cost savings to the State for consideration quarterly.
- 10.1.3. Provide information and product offerings to bring the latest industry ideas to the State as applicable.
- 10.1.4. Provide training on the use of the Contractor's portal as needed with no charge to the State.

11. USAGE REPORTING:

- 11.1. The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of Purchase and Property, Carrie Martin and sent electronic to Carrie.L.Martin@DAS.NH.Gov. At a minimum, the Report shall include:
 - 11.1.1. Contract Number
 - 11.1.2. Utilizing Agency and Eligible Participant
 - 11.1.3. Services/Products Purchased (showing the manufacturer, item, part number, unit cost and the final cost.)
 - 11.1.4. Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - 11.1.4.1. Percentage of recycled materials contained within finished products
 - 11.1.4.2. Percentage of waste recycled throughout the manufacturing process
 - 11.1.4.3. Types and volume of packaging used for transport
 - 11.1.4.4. Any associated material avoided and/or recycled as applicable under contract
 - 11.1.4.5. A standardized reporting form will be provided after contract award
 - 11.1.5. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
 - 11.1.6. Preferred in Excel format

12. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

- 12.1. The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #3127-26, as described herein, and under the terms of this Contract.
- 12.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up-to-date contact information.
- 12.3. 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.
- 12.4. 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\(q0fzcv55qhaeqs45jpvq5j45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpvq5j45))/welcome.aspx).
- 12.5. The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment, or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.
- 12.6. The 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.

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

13.1. 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.

14. CONFIDENTIALITY & CRIMINAL RECORD:

14.1. 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

15. CONTRACT PRICE:

15.1. The Contractor hereby agrees to provide Automated External Defibrillators in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$466,000.00; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

16. PRICING STRUCTURE:

16.1

Product Description-DEFIBTECH	Life Savers
	Unit Cost
DEFTECH "Lifeline" semi-automatic Model #: DDU-100 (or updated current model) – Portable (Pkg 1)	\$894.50
DEFIBTECH "Lifeline" semi-automatic Model #: DDU-100 (or updated current model) – Fixed Location (Pkg 2)	\$964.95
DDP-100 Adult Defibrillation Pads	\$46.44
DDP-200P Pediatric Defibrillation Pads	\$91.23
DCF-200 5-year Battery Pack w/9v battery	\$152.10
DCF-210 7-year Battery Pack w/9v battery	\$176.47
DAC-420 Rescue Pack (CPR Equipment)	\$12.86

17. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

17.1. The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the Contractor's Balance of Product Line. All items ordered shall include 0% up to 54% discount and will include all shipping/charges as specified above in "Bid Prices".

18. INVOICE:

18.1. Itemized invoices shall be submitted to the using agency after delivery of the products and include the following at a minimum:

- 18.1.1. State of NH purchase order (PO) number if applicable
- 18.1.2. State of NH contract number
- 18.1.3. State of NH ordering agency information
- 18.1.4. Name and contact information of ordering individual
- 18.1.5. Name of ordering state agency / department
- 18.1.6. Address of ordering state agency / department
- 18.1.7. Name and contact information of ordering state agency accounts payable office
- 18.1.8. Date of purchase
- 18.1.9. Date of delivery
- 18.1.10. Contractor order number
- 18.1.11. Contractor account representative name and contact information

18.1.12. Product description, quantity ordered, quantity delivered, unit price, total price for payment

18.1.13. Items backordered and their delivery date

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

19. PAYMENT:

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

RF

State of New Hampshire

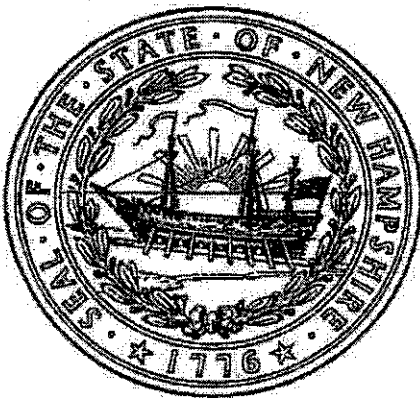
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that LIFESAVERS, INC. is a New Jersey Profit Corporation registered to transact business in New Hampshire on June 06, 2023. 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: 933837

Certificate Number: 0007917323



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of April A.D. 2026.

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

David M. Scanlan
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Mary Ellen Stickel, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
LifeSavers Inc. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on April 27, 2026, 20__,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Robert Stickel, President (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

LifeSavers Inc with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents

which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: April 27, 2026

ATTEST:

Mary Ellen Stickel

Mary Ellen Stickel Secretary

(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/10/2026

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 200 Jefferson Park Whippany NJ 07981	CONTACT NAME: Colleen Clark PHONE (A/C, No, Ext): 973-921-8327 E-MAIL ADDRESS: Colleen_Clark@ajg.com FAX (A/C, No):
INSURED Lifesavers, Inc. 39 Plymouth St Fairfield, NJ 07004	INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
LIFEINC-06	NAIC # 11150

COVERAGES**CERTIFICATE NUMBER:** 372567857**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			MHPK06356221	7/3/2026	7/3/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

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

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
Arthur J. Gallagher Risk Management Services, LLC

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/27/2026

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

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

PRODUCER PAYCHEX INSURANCE AGENCY INC 76210705 225 KENNETH DR STE 110 ROCHESTER NY 14623	CONTACT NAME: PHONE (877) 266-6850 FAX (585) 389-7894 (A/C, No, Ext): (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Underwriters Insurance Company NAIC# 30104 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES**CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	76 WEG PY6128	12/08/2025	12/08/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Those usual to the Insured's Operations. Notice of Cancellation will be provided in accordance with Form WC990394, attached to this policy.

CERTIFICATE HOLDERState of New Hampshire
Department Administrative Services
Bureau of Purchase and Property
25 CAPITOL ST RM 102
CONCORD NH 03301-6312**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

Susan L. Castaneda

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