

STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX - ROOM 102  
25 CAPITOL ST  
CONCORD NH 03301-6398

DATE: 5/25/2017

CONTRACT #: 8002176

NIGP CODE: 938-59\*

CONTRACT FOR: BSC and Fume Hood Service and Repair

CONTRACTOR: B&V Testing

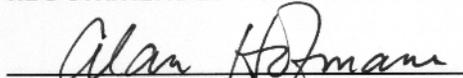
VENDOR CODE #: 206926

**SUBMITTED FOR ACCEPTANCE BY:**

  
KATIE DALEY, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

DATE 5/26/17

**RECOMMENDED FOR ACCEPTANCE BY:**

  
ALAN HOFFMAN, PURCHASING MANAGER  
BUREAU OF PURCHASE AND PROPERTY

DATE 6/1/17

**RECOMMENDED FOR ACCEPTANCE BY:**

  
PAUL RHODES, ADMINISTRATOR III  
BUREAU OF PURCHASE AND PROPERTY

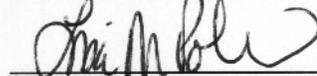
DATE 5/31/17

**APPROVED FOR ACCEPTANCE BY:**

  
GARY LUNETTA, ADMINISTRATOR IV  
BUREAU OF PURCHASE AND PROPERTY

DATE 5/31/17

**ENDORSED FOR ACCEPTANCE BY:**

  
LISA M. POLLARD, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 6-1-17

**ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.**

  
JOE BOUCHARD, ASSISTANT COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 6-1-17

Subject: BSC and Fume Hood Service and Repair

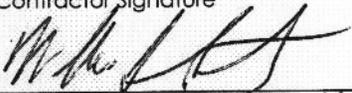
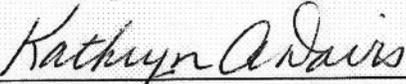
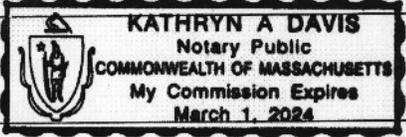
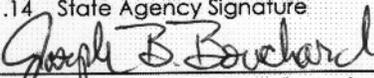
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name B & V Testing      VC: 206926		1.4 Contractor Address 86 West Street Waltham, MA 02451	
1.5 Contractor Phone Number (781)891-9081	1.6 Account Number	1.7 Completion Date April 30, 2022	1.8 Price Limitation \$124,000.00
1.9 Contracting Officer for State Agency Katie Daley, Purchasing Agent		1.10 State Agency Telephone Number (603)271-3135	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory WILLIAM GATELY VP/IGM	
1.13 Acknowledgement: State of <u>MASS</u> , County of <u>MIDDLESEX</u> On <u>MAY 11, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>KATHRYN A DAVIS, NOTARY PUBLIC</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Vicki V. Quiram, Commissioner, Assistant <u>Joseph B. Bouchard</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/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 A 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 as indicated in block 1.18, 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 1.14 ("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. 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, and 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, the State shall have the right to withhold payment until such funds become available, if ever, and 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 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 B which is incorporated herein by reference.

5.2 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. The State shall have no liability to the Contractor other than the contract price.

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 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.

**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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### **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) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all 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.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) 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. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her 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.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. 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.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. 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.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**EXHIBIT A  
SCOPE OF SERVICES**

**1. INTRODUCTION**

B & V Testing 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 BSC & Fume Hood Service and Repair in accordance with the bid/proposal submission in response to State Request for Bid #1973-17 and as described herein.

**2. CONTRACT DOCUMENTS**

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A      Scope of Services
- c. EXHIBIT B      Payment Terms
- d. EXHIBIT C      Special Provisions
- e. EXHIBIT D      RFB 1973-17

**3. TERM OF CONTRACT**

This contract shall commence on May 1, 2017 or the date approved by the Commissioner of Administrative Services, whichever is later, and terminates on April 30, 2022, a period of approximately five (5) years.

The maximum term of the Contract cannot exceed five (5) years.

**4. SCOPE OF WORK**

**Response Time:**

Contractor must maintain the schedule indicated below. Any additional service call required by a laboratory must be responded to by telephone, fax or e-mail within one (1) business day and must be responded to in person at the laboratory location within two (2) business days when the laboratory indicates that it is an emergency. For non-emergency service called for by a laboratory, the response time shall be mutually agreeable between the Contractor and the laboratory.

**Work Hours:**

Contractor shall observe official State holidays. All hours the Contractor is required to work on a State holiday shall be considered as Sunday or holiday work hours. The following State holidays shall be observed:

NEW YEARS DAY	PRESIDENTS DAY
MARTIN LUTHER KING'S DAY	VETERAN'S DAY
MEMORIAL DAY	THANKSGIVING DAY
INDEPENDENCE DAY	DAY AFTER THANKSGIVING
LABOR DAY	CHRISTMAS DAY

The Contractor shall:

1. Perform annual inspection, testing and certification to include:
    - a. Chemical Fume Hoods:
      - i. In accordance with Scientific Equipment Furniture association (SEFA) standards, perform airflow testing and visual smoke testing. It is the Contractor's responsibility to be familiar with national standards that must be adhered to in order to "certify" that units are operating properly.
    - b. One (1) 4-foot wide radioisotope fume hood, model #5-0074-2L, hood #H-38. Testing and certification for this hood shall be completed both with and without flow through the HEPA filter (via separate exhaust ducts)
  2. Replace as required, pre-filters, HEPA filters or exhaust filters on biological safety cabinets, BacTec instrument, and ductless fume hoods.
  3. Provide decontamination services as required Biological Safety Cabinets and decontamination services of Biological Safety Level III Laboratory areas (Room Decontamination). Please refer to the NSF/ANSI Standard 49 for the Acceptable agent for the decontamination of the BSL3 laboratory.
  4. Contractor shall be responsible for proper packaging of contaminated materials (IE. Filters) for disposal, to be handled by State.
  5. Replace Ultraviolet (UV) light as required.
  6. Inspect and replace as required, HVAC in-line Bag In – Bag out Filters. These filters exhaust Biosafety Level III laboratories. There are four (4) units that are all the same model (BG1-1H1W-2GGF-304-D3) F
    - a. Pre-filter M/N 24X24X2 (normal)
    - b. Filter/Absorber M/N 24X24X1 1/2 Actual
    - c. Change out bag size – Pre-70CX72 HEPA – 84CX96
  7. Set up separate accounts for each agency to include the proper agency name, service address, contact person and billing address.
- State reserves the right to:
    - o Add additional equipment to this agreement at the agreed upon rates
    - o Elect not to have services performed on specific units
  - An Agency Contact listed below, or their designee, shall contact the other agencies to this agreement prior to calling the Contractor to ascertain if the other agencies have a need for a service call. The Agency Contact shall then contact the Contractor and advise them of the information so that service for multiple agencies can be scheduled at the same time.

AGENCY CONTACTS:

Department of Health & Human Services (HHS)  
29 Hazen Drive  
Concord, NH 03301  
Contact: Dan Tullo 603-271-4658

Department of Safety (DOS)  
33 Hazen Drive  
Concord, NH 03301  
Contact: Tim Pifer 603-223-3854

Department of Environmental Services (DES)  
29 Hazen Drive  
Concord NH 03301

All services performed under this Contract shall be performed between the hours of 6:00 A.M. and 6:00 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 five-day advance knowledge of said work schedules to provide security and access to respective work areas.

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

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

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

#### Materials and Equipment:

All materials/repair parts, including filters provided by the Contractor shall be new of original equipment manufacturer (OEM). The Contractor shall be responsible for obtaining materials at the best possible price and charge the State no more than cost +10%. The Contractor shall supply copies of itemized invoices with its billing to the State for verification of costs. Lack of itemized invoices shall result in the State's refusal to accept Contractor bills. Items shall be defined by the requirement of each individual job. Items shall be limited only to the extent of the Contractor's prospective product line. Items may be added to or deleted from the product line at any time.

#### Labor Billing Rates for Repair or Replacement Parts:

The following work hour categories shall be established and followed when establishing contract billing process:

- Standard work hours - Monday – Friday 6:00 am -6:00 pm - excluding State holidays
- Overtime work hours - Monday – Friday 6:01 pm - 5:59 am & Saturday work hours - 12:01 am – 12:00 pm - excluding state holidays
- Sunday & state holiday work hours - 12:01 am – 12:00 pm
- Rates stated in Exhibit B shall be charged starting when the technician is on site of the requested service call location.

- Fixed rates, including Inspections, Certifications, HEPA and Exhaust filters (under Exhibit B) shall include travel and all other miscellaneous charges. For all other repairs, the travel rates listed in Exhibit B shall apply.

**WARRANTY REQUIREMENTS:**

Contractor shall be required to warranty all of the equipment awarded for a period of not less than the manufacturer's United States warranty standard period of time or standard number of years indicated by manufacturer, from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

**5. TERMINATION**

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

**6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR**

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #1973-17, as described herein, and under the terms of this Contract.

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

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

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

**8. CONFIDENTIALITY & CRIMINAL RECORD**

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

**9. INSURANCE**

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

Contractor Initials WJ  
Date 05/11/07

**EXHIBIT B  
PAYMENT TERMS**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide BSC and Fume Hood Service and Repair services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$124,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date of through the expiration date set as April 30, 2022.

**2. PRICING STRUCTURE**

DEPARTMENT OF HEALTH & HUMAN SERVICES	FY17		FY18		FY19		FY20		FY21		FY22	
	Actual Type	Model	Cost to Inspect Hood & Certify Fume Hood	Cost to Inspect Hood & Certify BSC	Cost to Inspect Hood & Certify Fume Hood	Cost to Inspect Hood & Certify BSC	Cost to Inspect Hood & Certify Fume Hood	Cost to Inspect Hood & Certify BSC	Cost to Inspect Hood & Certify Fume Hood	Cost to Inspect Hood & Certify BSC	Cost to Inspect Hood & Certify Fume Hood	Cost to Inspect Hood & Certify BSC
BSC	N/A	1168	\$ 75.00	\$ 115.00	N/A	\$ 120.00	N/A	\$ 125.00	N/A	\$ 130.00	N/A	\$ 130.00
Fume Hood	SafeAire		\$ 75.00	N/A	\$ 78.00	N/A	\$ 81.00	N/A	\$ 84.00	N/A	\$ 84.00	N/A
Laminar Flow Hood		NU-156-630	\$ 95.00	N/A	\$ 99.00	N/A	\$ 103.00	N/A	\$ 107.00	N/A	\$ 107.00	N/A
Fume Hood	SafeAire		\$ 75.00	N/A	\$ 78.00	N/A	\$ 81.00	N/A	\$ 84.00	N/A	\$ 84.00	N/A
Fume Hood	7421040		\$ 75.00	N/A	\$ 78.00	N/A	\$ 81.00	N/A	\$ 84.00	N/A	\$ 84.00	N/A
BSC 11/A/B3 vented		NU-425-400	N/A	\$ 115.00	N/A	\$ 120.00	N/A	\$ 125.00	N/A	\$ 130.00	N/A	\$ 130.00
Ductless Cleanhood		600 PCR Workstation	N/A	\$ 115.00	N/A	\$ 120.00	N/A	\$ 125.00	N/A	\$ 130.00	N/A	\$ 130.00
Ductless Cleanhood		600 PCR Workstation	N/A	\$ 115.00	N/A	\$ 120.00	N/A	\$ 125.00	N/A	\$ 130.00	N/A	\$ 130.00

Ductless Cleanhood	600 PCR Workstation	N/A	\$ 115.00	N/A	\$ 120.00	N/A	\$ 125.00	N/A	\$ 125.00	N/A	\$ 130.00	N/A	\$ 130.00
Ductless Cleanhood	601 PCR Workstation	N/A	\$ 115.00	N/A	\$ 120.00	N/A	\$ 125.00	N/A	\$ 125.00	N/A	\$ 130.00	N/A	\$ 130.00
BSC II/A2	1284	N/A	\$ 115.00	N/A	\$ 120.00	N/A	\$ 125.00	N/A	\$ 125.00	N/A	\$ 130.00	N/A	\$ 130.00
BSC 11/A/B3	NIU-425-300	N/A	\$ 115.00	N/A	\$ 120.00	N/A	\$ 125.00	N/A	\$ 125.00	N/A	\$ 130.00	N/A	\$ 130.00
BSC 11/A/B3	NIU-425-600	N/A	\$ 115.00	N/A	\$ 120.00	N/A	\$ 125.00	N/A	\$ 125.00	N/A	\$ 130.00	N/A	\$ 130.00
BSC II/B2	NIU-425-600	N/A	\$ 115.00	N/A	\$ 120.00	N/A	\$ 125.00	N/A	\$ 125.00	N/A	\$ 130.00	N/A	\$ 130.00
Total Exhaust	NIU-425-600	N/A	\$ 115.00	N/A	\$ 120.00	N/A	\$ 125.00	N/A	\$ 125.00	N/A	\$ 130.00	N/A	\$ 130.00
BSC 11/A/B3	NIU-425-600	N/A	\$ 115.00	N/A	\$ 120.00	N/A	\$ 125.00	N/A	\$ 125.00	N/A	\$ 130.00	N/A	\$ 130.00
BSC 11/A/B3	NIU-425-600	N/A	\$ 115.00	N/A	\$ 120.00	N/A	\$ 125.00	N/A	\$ 125.00	N/A	\$ 130.00	N/A	\$ 130.00
Fume Hood	SafeAire	\$ 75.00	N/A	\$ 78.00	N/A	\$ 81.00	N/A	\$ 81.00	N/A	\$ 84.00	N/A	\$ 84.00	N/A
Fume Hood	Protector #72824	\$ 75.00	N/A	\$ 78.00	N/A	\$ 81.00	N/A	\$ 81.00	N/A	\$ 84.00	N/A	\$ 84.00	N/A
Fume Hood	SafeAire	\$ 75.00	N/A	\$ 78.00	N/A	\$ 81.00	N/A	\$ 81.00	N/A	\$ 84.00	N/A	\$ 84.00	N/A
Fume Hood	SafeAire	\$ 75.00	N/A	\$ 78.00	N/A	\$ 81.00	N/A	\$ 81.00	N/A	\$ 84.00	N/A	\$ 84.00	N/A
Fume Hood	SafeAire	\$ 75.00	N/A	\$ 78.00	N/A	\$ 81.00	N/A	\$ 81.00	N/A	\$ 84.00	N/A	\$ 84.00	N/A
Fume Hood	SafeAire	\$ 75.00	N/A	\$ 78.00	N/A	\$ 81.00	N/A	\$ 81.00	N/A	\$ 84.00	N/A	\$ 84.00	N/A
Fume Hood	SafeAire	\$ 75.00	N/A	\$ 78.00	N/A	\$ 81.00	N/A	\$ 81.00	N/A	\$ 84.00	N/A	\$ 84.00	N/A
Fume Hood	SafeAire	\$ 75.00	N/A	\$ 78.00	N/A	\$ 81.00	N/A	\$ 81.00	N/A	\$ 84.00	N/A	\$ 84.00	N/A
BSC	NIU-425-600	N/A	\$ 115.00	N/A	\$ 120.00	N/A	\$ 125.00	N/A	\$ 125.00	N/A	\$ 130.00	N/A	\$ 130.00
BSC	SG403A	N/A	\$ 115.00	N/A	\$ 120.00	N/A	\$ 125.00	N/A	\$ 125.00	N/A	\$ 130.00	N/A	\$ 130.00
BSC	NIU-425-400	N/A	\$ 115.00	N/A	\$ 120.00	N/A	\$ 125.00	N/A	\$ 125.00	N/A	\$ 130.00	N/A	\$ 130.00
Fume Hood	SafeAire	\$ 75.00	N/A	\$ 78.00	N/A	\$ 81.00	N/A	\$ 81.00	N/A	\$ 84.00	N/A	\$ 84.00	N/A
Fume Hood	7421040	\$ 75.00	N/A	\$ 78.00	N/A	\$ 81.00	N/A	\$ 81.00	N/A	\$ 84.00	N/A	\$ 84.00	N/A
Fume Hood	7421040	\$ 75.00	N/A	\$ 78.00	N/A	\$ 81.00	N/A	\$ 81.00	N/A	\$ 84.00	N/A	\$ 84.00	N/A

Contractor Initials ML  
Date 05/11/2017

Fume Hood	Gardian VAV 72704	\$ 75.00	N/A	\$ 78.00	N/A	\$ 81.00	N/A	\$ 81.00	N/A	\$ 84.00	N/A	\$ 84.00	N/A
BSC 11/B3	NU-425-300	N/A	\$ 115.00	N/A	\$ 120.00	N/A	\$ 125.00	N/A	\$ 125.00	N/A	\$ 130.00	N/A	\$ 130.00
Fume Hood	SafeAire	\$ 75.00	N/A	\$ 78.00	N/A	\$ 81.00	N/A	\$ 81.00	N/A	\$ 84.00	N/A	\$ 84.00	N/A
BSC II/A2	1286	N/A	\$ 115.00	N/A	\$ 120.00	N/A	\$ 125.00	N/A	\$ 125.00	N/A	\$ 130.00	N/A	\$ 130.00
BSC 11/A/B3 vented	1286	N/A	\$ 115.00	N/A	\$ 120.00	N/A	\$ 125.00	N/A	\$ 125.00	N/A	\$ 130.00	N/A	\$ 130.00
BSC II/A2	NU-425-600	N/A	\$ 115.00	N/A	\$ 120.00	N/A	\$ 125.00	N/A	\$ 125.00	N/A	\$ 130.00	N/A	\$ 130.00
BSC 11/A/B3 vented	NU-430-600	N/A	\$ 115.00	N/A	\$ 120.00	N/A	\$ 125.00	N/A	\$ 125.00	N/A	\$ 130.00	N/A	\$ 130.00
BSC II/B2	NU-430-600	N/A	\$ 115.00	N/A	\$ 120.00	N/A	\$ 125.00	N/A	\$ 125.00	N/A	\$ 130.00	N/A	\$ 130.00
Total Exhaust	1286	N/A	\$ 115.00	N/A	\$ 120.00	N/A	\$ 125.00	N/A	\$ 125.00	N/A	\$ 130.00	N/A	\$ 130.00
BSC	SafeAire	\$ 75.00	N/A	\$ 78.00	N/A	\$ 81.00	N/A	\$ 81.00	N/A	\$ 84.00	N/A	\$ 84.00	N/A
Fume Hood	SafeAire	\$ 75.00	N/A	\$ 78.00	N/A	\$ 81.00	N/A	\$ 81.00	N/A	\$ 84.00	N/A	\$ 84.00	N/A
BSC 11/A3 vented	NU-425-600	N/A	\$ 115.00	N/A	\$ 120.00	N/A	\$ 125.00	N/A	\$ 125.00	N/A	\$ 130.00	N/A	\$ 130.00
Fume Hood	SafeAire	\$ 75.00	N/A	\$ 78.00	N/A	\$ 81.00	N/A	\$ 81.00	N/A	\$ 84.00	N/A	\$ 84.00	N/A
BSC II/A2 vented	NU-425-600	N/A	\$ 115.00	N/A	\$ 120.00	N/A	\$ 125.00	N/A	\$ 125.00	N/A	\$ 130.00	N/A	\$ 130.00
Fume Hood	SafeAire	\$ 75.00	N/A	\$ 78.00	N/A	\$ 81.00	N/A	\$ 81.00	N/A	\$ 84.00	N/A	\$ 84.00	N/A
BSC 11/A/B3 vented	NU-425-300	N/A	\$ 115.00	N/A	\$ 120.00	N/A	\$ 125.00	N/A	\$ 125.00	N/A	\$ 130.00	N/A	\$ 130.00
Radioisotope Fume Hood	5-0074-2L	\$ 75.00	N/A	\$ 78.00	N/A	\$ 81.00	N/A	\$ 81.00	N/A	\$ 84.00	N/A	\$ 84.00	N/A
Fume Hood	5-0116-2N	\$ 75.00	N/A	\$ 78.00	N/A	\$ 81.00	N/A	\$ 81.00	N/A	\$ 84.00	N/A	\$ 84.00	N/A
Fume Hood	Protector	\$ 75.00	N/A	\$ 78.00	N/A	\$ 81.00	N/A	\$ 81.00	N/A	\$ 84.00	N/A	\$ 84.00	N/A
Fume Hood	SafeAire	\$ 75.00	N/A	\$ 78.00	N/A	\$ 81.00	N/A	\$ 81.00	N/A	\$ 84.00	N/A	\$ 84.00	N/A
Ductless Fume Hood	PURAIR 25	\$ 75.00	N/A	\$ 78.00	N/A	\$ 81.00	N/A	\$ 81.00	N/A	\$ 84.00	N/A	\$ 84.00	N/A
Canopy Hood	N/A	\$ 75.00	N/A	\$ 78.00	N/A	\$ 81.00	N/A	\$ 81.00	N/A	\$ 84.00	N/A	\$ 84.00	N/A
Fume Hood	SafeAire	\$ 75.00	N/A	\$ 78.00	N/A	\$ 81.00	N/A	\$ 81.00	N/A	\$ 84.00	N/A	\$ 84.00	N/A



Fume Hood	SafeAire 61L597P	\$ 75.00	N/A	\$ 78.00	N/A	\$ 81.00	N/A	\$ 81.00	N/A	\$ 84.00	N/A	\$ 84.00	N/A	\$ 130.00	N/A	\$ 130.00
BSC	NU425-600	N/A	\$ 115.00	N/A	\$ 120.00	N/A	\$ 125.00	\$ 130.00	N/A	\$ 130.00						
BSC	NU425-400	N/A	\$ 115.00	N/A	\$ 120.00	N/A	\$ 125.00	\$ 130.00	N/A	\$ 130.00						
BSC	NU430-400	N/A	\$ 115.00	N/A	\$ 120.00	N/A	\$ 125.00	\$ 130.00	N/A	\$ 130.00						
BSC	NU430-400	N/A	\$ 115.00	N/A	\$ 120.00	N/A	\$ 125.00	\$ 130.00	N/A	\$ 130.00						
BSC	NU425-400	N/A	\$ 115.00	N/A	\$ 120.00	N/A	\$ 125.00	\$ 130.00	N/A	\$ 130.00						
BSC	NU425-400	N/A	\$ 115.00	N/A	\$ 120.00	N/A	\$ 125.00	\$ 130.00	N/A	\$ 130.00						

**LABOR BILLING RATES**

Normal Hours:	6:00AM to 6:00PM Monday through Friday (Non Holiday)	Technician	\$ 125.00	per hour
Overtime Hours:	6:01PM to 5:59AM Monday through Friday & Saturday (Non Holiday)	Technician	\$ 188.00	per hour
Sunday and State Holiday Hours:	12:01AM to 12:00PM	Technician	\$ 282.00	per hour

**TRAVEL RATE**

Cost per 1 round trip for a scheduled or a non-scheduled service by any of the 3 laboratories (all located on Hazen Dr. Concord)	\$ 175.00	per trip
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### **3. INVOICE**

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.

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

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

### **4. PAYMENT**

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

**EXHIBIT C  
SPECIAL PROVISIONS**

There are no special provisions of this contract.

Contractor Initials MM  
Date 05/11/2017

**EXHIBIT D**

RFB #1973-17 is incorporated here within.

Contractor Initials MMH  
Date 03/11/2017