

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

DATE: 5/15/18

CONTRACT #: 8002315

NIGP CODE: 910-7700

CONTRACT FOR: Millipore Water Purification Systems

CONTRACTOR: EMD Millipore

VENDOR CODE #: 174488

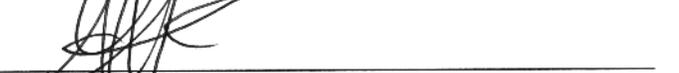
SUBMITTED FOR ACCEPTANCE BY:



PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 5/16/18

APPROVED FOR ACCEPTANCE BY:



GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 5/16/18

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



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 5/17/18

.....

Subject: Millipore Water Purification Systems

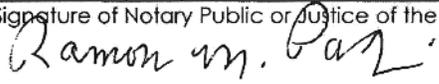
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Capital Street Concord, NH 03301	
1.3 Contractor Name EMD Millipore Corporation		1.4 Contractor Address 400 Summit Dr. Burlington, Ma., 01803	
1.5 Contractor Phone Number (781)533-8818	1.6 Account Number	1.7 Completion Date April 30, 2021	1.8 Price Limitation \$165,500.00
1.9 Contracting Officer for State Agency Paul Rhodes		1.10 State Agency Telephone Number 603-271-3350	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Stephen E. McPhee, Head of Research & Applied Solutions, N.A.	
1.13 Acknowledgement: State of <u>Massachusetts</u> , County of <u>Middlesex</u> On <u>MAY 14, 2018</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 Ramon M. Paquin Commission Expires Jan. 27, 2023			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
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.

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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

EMD Millipore (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 Millipore Water Purification System Services in accordance with the 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

3. TERM OF CONTRACT

This contract shall commence on May 1, 2018 or the date approved by the Commissioner of Administrative Services, whichever is later, and terminates on April 30, 2021, a period of approximately three (3) years.

The Contract may be extended for an additional two (2) one-year terms thereafter under the same terms, conditions upon the mutual agreement between the Contractor and State, and with the approval of the Commissioner of the Department of Administrative Services.

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

4. SCOPE OF WORK

This contract is to provide all labor, tools, transportation, materials, equipment and permits as necessary to provide the required level of services as described herein. The scope of work shall include service (preventative maintenance and repair) warranties and supplies for the Millipore water purification systems at the locations stated in the Water Purification Systems by Agency spreadsheet below.

Water Purification Systems by Agency

	System 1	System 2	System 3	System 4
Agency:	Department of Health & Human Services (DHHS)			
Section	Public Health Laboratories (PHL)			
Location	29 Hazen Dr, Concord, NH - 2nd Floor	29 Hazen Dr, Concord, NH - 3rd Floor	29 Hazen Dr, Concord, NH - 2nd Floor	29 Hazen Dr, Concord, NH - 3rd Floor
Description:	Elix 35 ZLX60035	Elix 35 ZLX60035	Milli-Q Advantage A-10	Milli-Q Biocel A-10

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	System 5	System 6	System 7	System 8
Agency:	Department of Health & Human Services (DHHS)	Department of Health & Human Services (DHHS)	Department of Health & Human Services (DHHS)	Department of Safety (DOS)
Section	Water Analysis Laboratory (WAL)	Water Analysis Laboratory (WAL)	Public Health Laboratories (PHL)	Forensic Laboratory - Blood/Tox
Location	29 Hazen Dr, Concord, NH - Basement	29 Hazen Dr, Concord, NH 1st Floor	29 Hazen Dr, Concord, NH - 2nd Floor	33 Hazen Dr, Concord, NH - 3rd Floor
Description:	Elix 100	Milli-Q Element	Milli-Q Integral	Elix 10 UV

Contractor shall contact each agency and schedule the service of the water systems.

Preventative maintenance and repair shall be completed in a reasonable time frame as mutually agreed upon with agency and Contractor. The Contractor shall submit a proposed schedule to the state agency requesting services at each facility at least ten (10) days prior to each period.

This agreement shall provide for the coverage of service (preventative maintenance and repair) and supplies for the eight (8) Millipore water purification systems servicing the Department of Environmental Services, the Department of Health and Human Services and the Department of Safety, for thirty-six (36) months.

Service and repair must be completed by a Millipore trained field service engineer/technician and only Millipore instruments, parts and replacement must be used (no substitutions). The Millipore service engineer/technician shall perform all of the following at each site visit:

- a. Comprehensive electronic and mechanical inspection.
- b. Sanitation and performance analysis of the RO membrane (if present).
- c. Water chemistry analysis.
- d. Expendable replace and service.
- e. Make minor adjustments and repairs. Record all testing and corrective action.
- f. Provide to each owner, a printed report for the services rendered at the time of each visit or post visit via email.
- g. The Contractor shall provide the following services for the water purification systems:
 - i. Provide free and unlimited telephone technical support.
 - ii. Provide emergency service calls as required for malfunctioning equipment.
 - iii. Respond by telephone within 24 hours of the initial call for service and if the problem cannot be resolved via telephone, an on-site visit will be scheduled within two business days.

All services performed under this Contract shall be performed between the hours of 7:30 A.M. and 4:00 P.M unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer.

The 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 deemed to be contrary to the public interest or inconsistent with the best interest of security.

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 shall furnish all personnel with uniforms, which shall be neat and clean in appearance with picture identification that is visible at all times.

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

Delivery Time: Delivery to be accomplished no later than thirty (30) calendar days after receipt of order. However, delivery shall be accepted sooner.

Agency Acceptance: Upon product delivery, the Agency will accomplish a product inspection, to ensure that all specifications of this bid have been met. Upon product acceptance, the Agency will acknowledge by submitting payment approval. The Agency will submit any and all discrepancies to the vendor within ten (10) days of receipt, and all discrepancies will be rectified prior to payment. If the discrepancies cannot be rectified within five (5) days of the notification, the purchase order will be cancelled.

Returned Goods: The Contractor must resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. must be returned to the Contractor within five (5) business days of notification with no restocking or freight charges, and must be replaced with specified products or the agency will be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Warranty: For all systems that are six (6) years old or newer, the "Service Total" item covers any electrical or mechanical failures. All labor, travel and parts are covered at no additional charge during business hours (Monday through Friday, 7:30 AM – 4:00 PM).

Each Agency reserves the right to stop the coverage of any equipment under this agreement. In this event, payment made by the State will be pro-rated and any overpayment will be returned the respective Agency.

Each Agency reserves the right to add any new or additional equipment under this agreement pursuant to the P-37, Section 18, Amendment. In this event, the amendment shall be agreed upon and signed in writing by both parties and only become effective after approval of the Commissioner, Department of Administrative Services.

If **sub-contractors** are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

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 herein, and under the terms of this Contract.

Please refer to Article 13 Indemnification in the Exhibit C.

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. 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.

9. 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.

10. CONTRACTOR WARRANTY

Contractor warrants that it shall provide services in a professional and workmanlike manner, consistent with average standards of workmanship and materials then prevailing in the trade (the "Service Warranty") for ninety (90) days from completion by Contractor of the portion of services at issue. Purchaser agrees that Contractor, in its sole discretion, may provide services through appropriately trained and qualified third party representatives.

In the case of a breach of the Service Warranty, the parties agree that the sole remedy available under the agreement shall be repeat performance by Contractor of the portion of such services that constitutes or gives rise to the breach. If in its reasonable opinion Contractor is unable to repeat the performance of such services, the parties agree that the sole remedy in such a case is for Contractor to refund to the State all sums paid for the portion of such services. For the avoidance of doubt, the parties agree that Contractor shall not be liable for any consequential, incidental, indirect, economic or special loss or loss to property caused by any service or part thereof supplied under this agreement or subject to any penalty, by late delivery of any such service or part thereof, whether or not the aforementioned loss is due to the negligence of Contractor. In any case, the maximum aggregate liability that can be attributed to Contractor under this agreement is expressly limited to an amount equal to the product or service giving rise to the claim. Contractor makes no other express or implied warranty. Contractor will not be in breach of this agreement or otherwise liable to the State for any delay in performance or any non-performance of any obligations under this agreement (and the time for performance will be extended accordingly) of and to the extent that the delay or non-performance is owing to Force Majeure.

Contractor Initials SM
Date 5/14/18

EXHIBIT B

PAYMENT TERMS

1. CONTRACT PRICE

The Contractor hereby agrees to provide Millipore water purification system maintenance 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 \$165,500.00; 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.

2. PRICING STRUCTURE

Year 1 will be from start of contract to April 30, 2019
 Year 2 will be May 1, 2019 to April 30, 2020
 Year 3 will be May 1, 2020 to April 30, 2021

#	SYSTEM	PART #	DESCRIPTION	QTY/ EACH	YEAR 1 IND COST	YEAR 1 EXT COST	YEAR 2 IND COST	YEAR 2 EXT COST	YEAR 3 IND COST	YEAR 3 EXT COST
DHHS - Public Health Laboratories - 2nd Fl										
1	ELIX 35 ZLX60035 SN F7EN25069A	ZWLE1CTU EO	Preventative Maintenance/Service (per visit)	2	\$386.22	\$772.44	\$386.22	\$772.44	\$386.22	\$772.44
1	ELIX 35 ZLX60035 SN F7EN25069A	ZWLE1CTU AO	Floating Service	1	\$501.60	\$501.60	\$501.60	\$501.60	\$501.60	\$501.60
1	ELIX 35 ZLX60035 SN F7EN25069A	PRPK0LOS1 US	Prepak L1 Pre-system pack w/o	2	\$339.32	\$678.64	\$339.32	\$678.64	\$339.32	\$678.64
1	ELIX 35 ZLX60035 SN F7EN25069A	PROGTL0S1 US	Progard #11 pretreatment pack w/o	3	\$369.24	\$1,077.12	\$369.24	\$1,107.72	\$369.24	\$1,107.72
1	ELIX 35 ZLX60035 SN F7EN25069A	CVDI01TPE	Durapore CVD1 cartridge filter 10 in. 0.22 um Code 0 Viton 1/pk	2	\$111.52	\$223.04	\$111.52	\$223.04	\$111.52	\$223.04
1	ELIX 35 ZLX60035 SN F7EN25069A	ZFRES00UV	ASM UV Lamp W/Cable	1	\$221.68	\$221.68	\$221.68	\$221.68	\$221.68	\$221.68
1	ELIX 35 ZLX60035 SN F7EN25069A	ZLXUVLPL1	UV Lamp for Tankasm/rios/elix-L	1	\$201.28	\$201.28	\$201.28	\$201.28	\$201.28	\$201.28
1	ELIX 35 ZLX60035 SN F7EN25069A	ZFRE012FC	Vent Filter / C02 Trap	1	\$273.36	\$273.36	\$273.36	\$273.36	\$273.36	\$273.36
1	ELIX 35 ZLX60035 SN F7EN25069A	ZSNABWC 025	Backwashable Carbon 1/4 FT#	1	\$640.56	\$640.56	\$0.00	\$0.00	\$640.56	\$640.56
1	ELIX 35 ZLX60035 SN F7EN25069A	ZSNA220V MULT2	Multimedia Sand Filter 1/4 FT3	0	\$818.04	\$818.04	\$0.00	\$0.00	\$818.04	\$818.04
1	ELIX 35 ZLX60035 SN F7EN25069A	ZLXUVLPL1	UV Lamp for Tankasm/rios/elix-L	1	\$201.28	\$201.28	\$201.28	\$201.28	\$201.28	\$201.28
DHHS - Public Health Laboratories - 3rd Fl										
2	ELIX 35 ZLX60035 SN F7EN25069C	ZWLE1CTU EO	Preventative Maintenance/Service (per visit)	2	\$386.22	\$772.44	\$386.22	\$772.44	\$386.22	\$772.44

Contractor Initials SM
 Date 5/19/18

2	ELIX 35 ZLX60035 SN F7EN25069C	ZWLE1CTU AO	Floating Service	1	\$519.00	\$519.00	\$519.00	\$519.00	\$519.00	\$519.00
2	ELIX 35 ZLX60035 SN F7EN25069C	PRKOLOS1 US	Prefilter	2	\$348.84	\$348.84	\$348.84	\$348.84	\$348.84	\$348.84
2	ELIX 35 ZLX60035 SN F7EN25069C	CVDI01TPE	Durapore CVD1 cartridge filter 10 in. 0.22 um Code 0 Viton 1/pk	2	\$233.24	\$466.48	\$233.24	\$466.48	\$233.24	\$466.48
2	ELIX 35 ZLX60035 SN F7EN25069C	P35641X1	UV Bulb 4 GPM	1	\$138.04	\$138.04	\$138.04	\$138.04	\$138.04	\$138.04
2	ELIX 35 ZLX60035 SN F7EN25069C	ZLXUVLPL1	UV Lamp for Tankasm/rios/elix-L	1	\$201.28	\$201.28	\$201.28	\$201.28	\$201.28	\$201.28
2	ELIX 35 ZLX60035 SN F7EN25069C	PROGTL0S 1	Proguard	3	\$369.24	\$1,107.72	\$369.24	\$1,107.72	\$369.24	\$1,107.72
2	ELIX 35 ZLX60035 SN F7EN25069C	ZFRE012FC	Vent Filter / CO2 Trap	1	\$273.36	\$273.36	\$273.36	\$273.36	\$273.36	\$273.36
DHHS - Public Health Laboratories - 2nd Fl room 238										
3	Milli-Q Advantage A-10 SN F2HA15875B	ZWMTINUT 0	*Extended Warranty (SERVICE TOTAL)	1	\$748.00	\$748.00	\$748.00	\$748.00	\$748.00	\$748.00
3	Milli-Q Advantage A-10 SN F2HA15875B	ZWMTINUE 0	Preventative Maintenance/Service (per visit)	2	\$290.28	\$580.56	\$290.28	\$580.56	\$290.28	\$580.56
3	Milli-Q Advantage A-10 SN F2HA15875B	QGARDT1 X1	Q-Gard T1 Purification Pack for RO/Distilled/Elix Feedwater, Milli-Q Advantage	1	\$356.32	\$356.32	\$356.32	\$356.32	\$356.32	\$356.32
3	Milli-Q Advantage A-10 SN F2HA15875B	ZFA10UVM 1	A10 UV Lamp	1	\$502.52	\$502.52	\$502.52	\$502.52	\$502.52	\$502.52
3	Milli-Q Advantage A-10 SN F2HA15875B	QTUM00IC P	Quantum ICP	1	\$420.92	\$420.52	\$420.92	\$420.92	\$420.92	\$420.92
3	Milli-Q Advantage A-10 SN F2HA15875B	MPPVICPK 1	Final Filter Milli-Q ICP-MS PP	2	\$552.16	\$1,104.32	\$552.16	\$1,104.32	\$552.16	\$1,104.32
3	Milli-Q Advantage A-10 SN F2HA15875B	ZMQUVLP0 1	Maintenance Kit Int	0	\$0.00	\$0.00	\$384.88	\$384.88	\$0.00	\$0.00
3	Milli-Q Advantage A-10 SN F2HA15875B	QTUM0TIX1	Quantum TEX Polishing Cartridge, Milli-Q Advantage	2	\$356.32	\$356.32	\$356.32	\$356.32	\$356.32	\$356.32
DHHS - Public Health Laboratories - 3rd Fl										
4	Milli-Q Biocel A- 10 SN F3PN40897A	ZWMTCTUE 0	Preventative Maintenance/Service (per visit)	2	\$300.94	\$601.88	\$300.94	\$601.88	\$300.94	\$601.88
4	Milli-Q Biocel A- 10 SN F3PN40897A	ZFA10UV01	A10 UV Lamp Replacement Kit	1	\$449.48	\$449.48	\$449.48	\$449.48	\$449.48	\$449.48
4	Milli-Q Biocel A- 10 SN F3PN40897A	QGARD00 R1	Q-Gard 1 Purification Pack for RO/ Elix Distilled Feedwater	2	\$228.48	\$228.48	\$228.48	\$228.48	\$228.48	\$228.48
4	Milli-Q Biocel A- 10 SN F3PN40897A	QTUMMPE EX	Quantum EX Polishing Cartridge Kit w/ Millipak Express Final Filter	2	\$390.32	\$390.32	\$390.32	\$390.32	\$390.32	\$390.32

4	Milli-Q Biocel A-10 SN F3PN40897A	MPGP0200 1	UV Lamp for MQ Century	2	\$136.68	\$136.68	\$136.68	\$136.68	\$136.68	\$136.68
DHHS - Public Health Laboratories - Basement (B19)										
5	Elix 100 SN F3DA64579B	CVD102TP E	Durapore 0.2 20"	2	\$233.24	\$446.48	\$233.24	\$446.48	\$233.24	\$446.48
5	Elix 100 SN F3DA64579B	ZLXUVLP01	UV Lamp for Elix Uv	2	\$201.28	\$201.28	\$201.28	\$201.28	\$201.28	\$201.28
DHHS - Public Health Laboratories - 1st Fl Room 137A										
6	Milli-Q Element SN F8BN37384D	ZWMTCTUE 0	Preventative Maintenance/Service (per visit)	2	\$300.94	\$601.88	\$300.94	\$601.88	\$300.94	\$601.88
6	Milli-Q Element SN F8BN37384D	QGARD00 R1	Q-Gard 1 Purification Pack for RO/ Elix Distilled Feedwater	1	\$228.48	\$228.48	\$228.48	\$228.48	\$228.48	\$228.48
6	Milli-Q Element SN F8BN37384D	QTUM00IC P	Quantum ICP	1	\$420.92	\$420.92	\$420.92	\$420.92	\$420.92	\$420.92
6	Milli-Q Element SN F8BN37384D	MPG02001	Millipack GP Non Ster	2	\$136.68	\$273.36	\$136.68	\$273.36	\$136.68	\$273.36
6	Milli-Q Element SN F8BN37384D	ZMQUVLP0 1	UV Lamp	1	\$384.88	\$384.88	\$384.88	\$384.88	\$384.88	\$384.88
DHHS - Public Health Laboratories - 2nd Flr room 267										
7	Milli-Q Advantage A-10 SN F5SA80564C	ZWMTINUT O	Extended Warranty (SERVICE TOTAL)	1	\$748.00	\$748.00	\$748.00	\$748.00	\$748.00	\$748.00
7	Milli-Q Advantage A-10 SN F5SA80564C	Q-Pod F6AA98059 T Element SN F5NA62885 C	Preventative Maintenance/Service (per visit)	2	\$290.28	\$580.56	\$290.28	\$580.56	\$280.28	\$580.56
7	Milli-Q Advantage A-10 SN F5SA80564C	QGARDTB X1	QGARD	1	\$335.24	\$335.24	\$335.24	\$335.24	\$335.24	\$335.24
7	Milli-Q Advantage A-10 SN F5SA80564C	ZFA10UVM 1	A10 UV Lamp	1	\$502.52	\$502.02	\$502.02	\$502.02	\$502.02	\$502.02
7	Milli-Q Advantage A-10 SN F5SA80564C	QTUM00IC P	Quantum ICP	1	\$420.92	\$420.92	\$420.92	\$420.92	\$420.92	\$420.92
7	Milli-Q Advantage A-10 SN F5SA80564C	MPPVICPK 1	Final Filter Milli-Q ICP-MS	2	\$552.16	\$1,105.12	\$552.56	\$1,105.12	\$552.56	\$1,105.12
7	Milli-Q Advantage A-10 SN F5SA80564C	QTUMOTEX 1	Quantum TEX	1	\$310.76	\$310.76	\$310.76	\$310.76	\$310.76	\$310.76
Department of Safety - Forensic Lab - 3rd Fl										
8	Milli-Q Integral Cat SN F6KA91480C	ZRXQ005T0	Extended Warranty (SERVICE TOTAL)	1	\$1,552.00	\$1,552.00	\$1,552.00	\$1,552.00	\$1,552.00	\$1,552.00
8	Milli-Q Integral Cat SN F6KA91480C	ZRXQ005T0	Preventative Maintenance/Service (per visit)	1	\$754.39	\$754.39	\$754.39	\$754.39	\$754.39	\$754.39
8	Milli-Q Integral Cat SN F6KA91480C	ZFA10UVM 1	A10 UV Lamp Replacement Kit	1	\$502.52	\$502.52	\$502.52	\$502.52	\$502.52	\$502.52

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8	Milli-Q Integral Cat SN F6KA91480C	QTUM0TEX 1	Quantem TEX Cartridge Cat	1	\$310.76	\$310.76	\$310.76	\$310.76	\$310.76	\$310.76
8	Milli-Q Integral Cat SN F6KA91480C	MPGPO40 01	Millipak Express 40 Filter Cat	1	\$140.08	\$140.08	\$140.08	\$140.08	\$140.08	\$140.08
8	Milli-Q Integral Cat SN F6KA91480C	ZLXUVLPL1	UV Lamp for Tankasm/rios/elix-L	1	\$201.28	\$201.28	\$201.28	\$201.28	\$201.28	\$201.28
8	Milli-Q Integral Cat SN F6KA91480C	ZLXUVLP01	UV Lamp for MQ Century	1	\$178.84	\$178.84	\$178.84	\$178.84	\$178.84	\$178.84
8	Milli-Q Integral Cat SN F6KA91480C	MPGPO20 01	Millipak Express 20 Filter Cat	1	\$136.68	\$136.68	\$136.68	\$136.68	\$136.68	\$136.68
ALL SYSTEMS										
		ZWAAZON E2	Travel Zone	2	\$257.00	\$514.00	\$257.00	\$514.00	\$257.00	\$514.00
		FREIGHT	Freight Charges (estimated 2 shipments per year)	2	\$45.00	\$90.00	\$45.00	\$90.00	\$45.00	\$90.00

The State of New Hampshire reserves the right to add or delete equipment in this agreement within the contract period. As a result, a contingency of 20% of the contract price limitation shall be authorized, in the event an agency adds equipment(s) to be serviced under this agreement, the above listed prices shall remain firm.

3. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

State will request quotations by providing a SOW describing the services required and the applicable technical qualifications. Contractor must return quotes within three (3) business days. The quoted hourly rates shall not exceed the rates established under this contract. The SOW shall be issued to all Contractors under this contract for a quote. The project engagement will be based upon the lowest cost qualified quote.

4. 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 by Procurement Card within 30 days of the invoice date when invoice is received.

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

5. PAYMENT

Payments shall be made via Procurement Card.

**EXHIBIT C
SPECIAL PROVISIONS**

1. Delete Paragraph 8.2.2 from Form P-37 and replace with the following:

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments relating to the Event Default 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;

2. Delete Paragraph 13. Indemnification from Form P-37 and replace with the following:

13. INDEMNIFICATION. Contractor hereby agrees to indemnify, defend, and hold harmless the State and its affiliates from and against any liability arising out of any third party claim made against them involving personal injury or death of any person, or damage to any property, directly resulting from any act of negligence, gross negligence or willful misconduct of Contractor, in the manufacture or sale of products hereunder, or in the provision of services hereunder.

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.

With the exception of these indemnity obligations of Contractor, the total liability of Contractor under these terms and conditions of sale shall not exceed the amount identified in block 1.8.

3. Delete Paragraph 14. Insurance from Form P-37 and replace with the following:

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

14.2 The policies 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 block 14 in 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 block 14 in 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.

Business Information

Business Details

Business Name:	EMD MILLIPORE CORPORATION	Business ID:	2520
Business Type:	Foreign Profit Corporation	Business Status:	Good Standing
Business Creation Date:	02/11/1972	Name in State of Incorporation:	EMD MILLIPORE CORPORATION
Date of Formation in Jurisdiction:	02/11/1972		
Principal Office Address:	400 Summit Drive, Tax Dept., Burlington, MA, 01803, USA	Mailing Address:	400 Summit Drive, Tax Dept., Burlington, MA, 01803, USA
Citizenship / State of Incorporation:	Foreign/Massachusetts		
		Last Annual Report Year:	2018
		Next Report Year:	2019
Duration:	Perpetual		
Business Email:	yinan.lin@emdmillipore.com	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / MANUFACTURER OF FILTRATION SYSTEMS('99AR	

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name:	CORPORATION SERVICE COMPANY
Registered Office Address:	10 Ferry Street S313, Concord, NH, 03301, USA
Registered Mailing Address:	10 Ferry Street S313, Concord, NH, 03301, USA

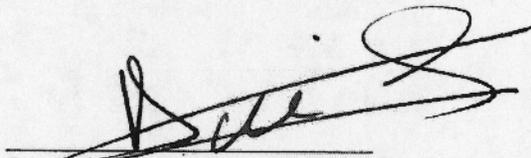
Certificate of Authority

The undersigned, being a duly elected Vice President of EMD Millipore Corporation, a Massachusetts corporation with its corporate headquarters at 400 Summit Drive, Burlington, Massachusetts 01803, hereby states that the following is a true and correct copy of Section 10.15 of the Amended and Restated By-Laws of EMD Millipore Corporation:

"Section 10.15

In addition to the foregoing authority, except as the board of directors may generally or in particular cases authorize the execution thereof in some other manner, all deeds, leases, transfers, contracts, bonds, notes, checks, drafts and other obligations made, accepted or endorsed by the corporation may be signed by the chairman of the board, if any, the president, a vice president, the treasurer, or their designees."

I hereby delegate and appoint Mr. Stephen McPhee the authority to execute Form Number P-37 in May, 2018 for the State of New Hampshire on behalf of EMD Millipore Corporation.



Jean Charles Wirth
Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/13/2017

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 MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com / Fax: 212-948-4377	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : HDI Global Insurance Company		41343
INSURER B : Travelers Indemnity Company of America		25666
INSURER C : Travelers Property Casualty Co. of America		25674
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** NYC-008844853-37 **REVISION NUMBER:** 0

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			GLD10697-10 'RETRO DATE: 07/15/2010'	01/01/2018	01/01/2019	EACH OCCURRENCE	\$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 5,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 10,000,000
								\$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			TC2J-CAP-4297L118-TIL-18	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUD10698-10 EXCLUDES PRODUCTS LIABILITY	01/01/2018	01/01/2019	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TC2H-UB-4297L08-7-18 (AGS)	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
C				TRJ-UB-4297L06-3-18 (AZ,WI) (RETRO)	01/01/2018	01/01/2019	E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

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 ATTENTION: TAMMY NELSON BUREAU OF PURCHASE AND PROPERTY 25 CAPITAL STREET - ROOM 102 CONCORD, NH 03301	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 of Marsh USA Inc. Elizabeth Stapleton
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January 23, 2018

State of New Hampshire
12 Hills Avenue
Concord, NH 03301

Attn: Ms. Katie Daley
Subject: Sole Source Representative

Dear Ms. Daley,

We are submitting this letter to confirm that EMD Millipore is the sole manufacturer of its laboratory water products including new products and spare parts and the sole provider of maintenance and repair services. No third parties are authorized to sell spare parts or provide maintenance and repair services or technical support for EMD Millipore laboratory water products.

We look forward to the opportunity of supporting your laboratory water filtration requirements. We invite you to visit our website at www.emdmillipore.com for more information on EMD Millipore's products and services.

Should you have any questions or require additional information regarding this matter, please contact me at the number below.

Sincerely,

Andrea Ochoa-Caceres
Maintenance Contracts Sales
Lab Solutions
(781) 533-5121
andrea.ochoa-caceres@emdmillipore.com

EMD Millipore is a division of Merck KGaA, Darmstadt, Germany

EMD Millipore Corporation

290 Concord Road
Billerica, MA 01821
U.S.A.