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

DATE: 3/14/19

CONTRACT #: 8002499 **NIGP CODE:** 938 5900

CONTRACT FOR: Laboratory Equipment/Instrument Maintenance& Repair Services (Life Technologies)

CONTRACTOR: Life Technologies Corp. **VENDOR CODE #:** 175343

SUBMITTED FOR ACCEPTANCE BY:

ERICA BRISSON, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY
DATE 3-14-19

****

RECOMMENDED FOR ACCEPTANCE BY:

PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY
DATE 3/14/19

****

APPROVED FOR ACCEPTANCE BY:

GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES
DATE 3/15/19

****

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 3/18/19

Revised 11/6/17 PAR

Subject: Laboratory Equipment/Instrument Maintenance & Repair Services (Life Technologies)

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 Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Life Technologies Corporation		1.4 Contractor Address 5781 Van Allen Way Attn: Service Contract Administration Carlsbad, CA 92008 Mailstop: PLE C-1	
1.5 Contractor Phone Number 800-955-6288	1.6 Account Number Various	1.7 Completion Date December 31, 2021	1.8 Price Limitation $247,371.49
1.9 Contracting Officer for State Agency Erica Brisson, Purchasing Agent		1.10 State Agency Telephone Number (603) 271-7272	
1.11 Contractor Signature Life Technologies Corporation By:		1.12 Name and Title of Contractor Signatory Marlene Wilkie, Contracts Specialist	

1.13 Acknowledgement: State of , County of

On , before the undersigned officer, personally appeared the [illegible] identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11 [illegible] 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 Pe[illegible]

[Seal]

Please see the attached California Acknowledgment completed by a California Notary Public

1.13.2 Name [illegible] of Notary or Justice of the Peace

1.14 State Agency Signature Date: 3/18/19	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:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SAN DIEGO }

On 03/12/2019 before me, LISA PUZACK, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared MARLENE WITKIE
Name(s) of Signer(s)

_____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

LISA PUZACK
COMM. #2217058
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
Commission Expires Oct 18, 2021
TUP2

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: _____
Signer is Representing: _____

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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.

Contractor Initials Life Technologies Corporation By: _____
Date 03/12/2019

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.

Life Technologies Corporation
Contractor Initials By:
Date 03/12/2019

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.

Contractor Initials Life Technologies Corporation By: _____
Date 03/12/2019

EXHIBIT A
SCOPE OF SERVICES

1. INTRODUCTION

Life Technologies Corporation (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Laboratory Equipment/Instrument Maintenance & Repair Services (Life Technologies) 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 and Exhibit C Special Provisions
b. EXHIBIT A Scope of Services
c. EXHIBIT B Payment Terms
d. EXHIBIT D Sole Source Letter

3. TERM OF CONTRACT

This contract shall commence upon the date approved by the Commissioner of Administrative Services and terminates on December 31, 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 and pricing structure 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

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

The Contractor shall provide maintenance and repair services for the following instruments:

NH Public Health Laboratories	
7500 FAST DX PCR	275011259
7500 FAST DX PCR	275030026
7500 FAST PCR	275012617
7500 FAST PCR	275013583
7500 FAST PCR	275015330
3130 GENETIC ANALYZER	1212-07
PATHATRIX	1032
QUANTSTUDIO DX	287880453
QUANTSTUDIO DX	287880436
QUANTSTUDIO DX	287880458
NH Department of Safety Laboratories	

Life Technologies Corporation
Contractor Initials By: [signature]
Date 03/12/2019

The State of New Hampshire reserves the right to add or delete equipment during the contract period. With the exception of the Pathatrix instrument, Serial No. 1031 ("Pathatrix Instrument "), the Contractor shall provide:

1. Maintenance and repair services for all instruments listed on the attached Exhibit B.
2. Service to include unlimited toll-free telephone support to isolate and resolve hardware and software problems, service center repair, and on-site hardware troubleshooting and repair with standard response time, All labor, travel costs, and service parts, including consumable parts required for repair are included.
3. Emergency repairs shall occur between the hours of 8:30 AM and 5:00 PM, Monday through Friday.
4. Unlimited emergency on-site repair services within *forty-eight (48)* hours from the time it is determined that on-site repairs are needed. Labor, parts, travel expenses and telephone assistance costs shall be the sole responsibility of the vendor.
5. Shall respond by telephone within four (4) hours of the initial call for service.
6. Provide and install all Original Equipment Manufacturer (OEM) recommended non-billable software and documentation for updates and new releases (not required for equipment deemed "End of Life" by OEM).
7. Provide immediate notification of all recommended critical software issues.
8. One (1) preventative maintenance visit each twelve (12) month period with the exception of both 7500 FAST DX PCR model #275011259 and 7500 FAST DX PCR #275030026 which will receive twice (2) a year services. All services shall be performed by a Field Service Engineer.
    a) The Field Service Engineer shall clean, inspect, lubricate, adjust, calibrate, repair, and/or replace parts deemed necessary and perform all maintenance functions as noted in the owner's manual and recommended by the manufacturer.
    b) The Preventative Maintenance Visit shall occur at a mutually agreeable time which may be combined with a repair visit.
    c) Test to assure the equipment is functioning according to factory acceptable standards.
    d) Labor, parts, travel expenses and telephone assistance costs shall be the sole responsibility of the vendor.
    e) Preventative maintenance shall occur between the hours of 8 AM and 4:30 PM, Monday through Friday, unless other arrangements are made in advance.
9. The Contractor shall provide notification and implementation of any and all software updates performed by the Field Service Engineer.
10. All parts that are replaced shall be warrantied for thirty (30) days for both labor and materials and all call backs as a result of failure within the thirty (30) days will be corrected at no additional cost to the State.
11. The State shall not transfer instruments covered hereunder without the advanced written consent of the Contractor.

Service Plan Exclusions:

Life Technologies Corporation
Contractor Initials By:
Date 03/12/2019

1. Customer is responsible for providing consumable parts; operating supplies and other items, which by their nature or intended use, have a prescribed life, except where specifically included in a particular support plan.
2. The plan purchased under this Agreement for the Pathatrix instrument is the AB Repair Center Support Service Plan, where remedial repairs are performed at a Life Technologies Repair Center and not on the State's premises and planned (preventive) maintenance service is not included.
3. The instrument repair and maintenance services purchased under this Agreement for the 3130 Genetic Analyzer instrument, Serial Number 1212-07 ("3130"), are available through December 31, 2020. Thereafter, the Contractor's ability to provide instrument services for the 3130 may be limited by circumstances beyond the Contractor's reasonable control. Effective January 1, 2021, Contractor reserves the right to remove the 3130 from this Agreement by written notice to the State. Upon such notice from the Contractor to the State, the 3130 will be removed from this Agreement without penalty to the Contractor and without the need to formally amend this Agreement

The Contractor shall not commence work until a conference is held at the laboratory and the Contractor has been briefed by a member or representative of the agency laboratory staff.

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, consistent with industry standards, 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 Vendor.

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.

All services performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

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

Life Technologies Corporation
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Date 03/12/2019

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.

Upon termination, the Contractor shall charge the State for the total price of services actually performed and expenses actually and reasonably incurred in servicing the covered instruments from the effective date of the Agreement until the termination date.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

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

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.

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. DECONTAMINATION AND SAFE WORKING ENVIRONMENT

Before Contractor performs any instrument services on the State's instrument(s), State will fully decontaminate the instrument or its components of radioactive, biological, toxic or other dangerous materials or substances or any material and, if Contractor requests, State will submit to Contractor an accurate and complete certificate of decontamination. If Contractor requests, State agrees to move the instrument to another location that Contractor reasonably deems is safe for its employees to perform instrument services. Contractor does not service instruments in biosafety level-3 laboratories, unless Contractor agrees to otherwise in writing in advance. There may be an additional

Life Technologies Corporation
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charge and additional terms for instrument services in such facilities. Contractor does not service instruments in biosafety level-4 laboratories.

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Life Technologies Corporation
By:
03/12/2019

Life Technologies Corporation
Contractor Initials By:
Date 03/12/2019

EXHIBIT B
PAYMENT TERMS

1. CONTRACT PRICE

The Contractor hereby agrees to provide Laboratory Equipment/Instrument Maintenance & 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 $247,371.49; 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

System	Serial Number	Year One Cost (1/1/2019 - 12/31/2019)	Year Two Cost (1/1/2020 - 12/31/2020)	Year Three Cost (1/1/2021 - 12/31/2021)
NH Public Health Laboratories				
7500 FAST DX PCR	275011259	$9,499.95	$9,785.95	$10,079.53
7500 FAST DX PCR	275030026	$9,499.95	$9,785.95	$10,079.53
7500 FAST PCR	275012617	$6,258.86	$6,446.63	$6,640.03
7500 FAST PCR	275013583	$6,258.86	$6,446.63	$6,640.63
7500 FAST PCR	275015330	$6,258.86	$6,446.63	$6,640.03
3130 GENETIC ANALYZER	1212-017	$16,042.50	$16,523.78	$17,019.46
PATHATRIX	1032	$1,839.95	$1,895.15	$1,952.00
			(7/26/2020 - 12/31/2020)	**(1/1/2021 - 12/31/2021)**
QUANTSTUDIO DX	287880453		$6,556.50	$8,742.00
QUANTSTUDIO DX	287880436		$6,556.50	$8,742.00
QUANTSTUDIO DX	287880458		$6,556.50	$8,742.00
NH Public Health Laboratories TOTAL		$55,658.93	$77,000.22	$85,277.21
NH Department of Safety Laboratories				
3500 GENETIC ANALYZER	22111-460	$9,523.16	$9,808.85	$10,103.12
NH Department of Safety Laboratories TOTAL		$9,523.16	$9,808.85	$10,103.12

3. INVOICE

Itemized invoices shall be submitted by the Contractor to the individual agency annually. The initial invoice shall be submitted by the Contractor upon execution of this Agreement. Each invoice shall include a complete description of the instrument maintenance and repair services.

Contractor shall be paid within 30 days after receipt of properly documented invoice.

Contractor shall be paid by Procurement Card when invoice is received.

Life Technologies Corporation
Contractor Initials By: _____
Date 03/12/2019

4. PAYMENT

Payments may be made via P-Card.

REMAINDER OF PAGE IS BLANK

Life Technologies Corporation
By:
03/12/2019

Life Technologies Corporation
Contractor Initials By:
Date 03/12/2019

EXHIBIT C
SPECIAL PROVISIONS

1. Personnel – Section 7.2. The State and the Contractor agree that Section 7.2 of the Agreement shall be deleted in its entirety as Contractor has no internal mechanisms to prevent a State employee from applying for employment with Contractor.

2. Section 13 – Indemnification. The State and the Contractor agree that Section 13 [Indemnification] shall be deleted in its entirety and replaced with the following so that Section 13 reads as follows:

13. Indemnification and Limit of Liability.

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 a third party, to the extent resulting from or arising out of the acts or omissions of the Contractor in the performance of this Agreement.

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.

Life Technologies Corporation
Contractor Initials By: _____
Date 03/12/2019

EXHIBIT D

ThermoFisher
SCIENTIFIC

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

January 17th, 2019

Erica Brisson
Purchasing Agent
Department of Administrative Services
Bureau of Purchasing and Property
25 Capitol Street, RM 102
Concord, NH 03301

RE: Sole Source Statement – Quote# **40509084 & 40510617**

Dear Miss Brisson,

Capability and Sole Source Statement for Services related to:

- 3500 Genetic Analyzer
- 3130-16 Genetic Analyzer
- 7500FAST DX Service
- 7500 FAST Real Time PCR System
- PATHATRIX
- QuantStudio DX

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

For service contract questions, please contact Service Sales Representative, Eric Lotspeich at (800) 955-6288 Option 3, 2. Should you have any other questions or concerns, please feel free to contact me at (716) 774-6717.

Sincerely,

Megan Lowes,
Service Sales Administrator
North American Service Operations

Life Technologies Corporation
Contractor Initials By: MW
Date 03/12/2019

Thermo Fisher Scientific
5781 Van Allen Way
Carlsbad, CA 92008

LIFE TECHNOLOGIES CORPORATION

CERTIFICATE OF ASSISTANT SECRETARY SIGNATURE AUTHORITY

I HEREBY CERTIFY:

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

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

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

ThermoFisher
SCIENTIFIC

Name of Employee	Title	Limitation
Mark Covington	Vice President LSG Global Commercial Operations	**$3,000,000**
Kim Baltier	Vice President BID Sales, North America	**$2,000,000**
Kent Davidson	Vice President Commercial Operations GSD	**$2,000,000**
Brian Griffith	Contracts Counsel	**$1,000,000**
David Laurie	Contracts Counsel	**$1,000,000**
Gina McGuinness	Contracts Counsel	**$1,000,000**
Jennifer Rowland	Sr. Contracts Counsel I	**$1,000,000**
Patricia A. Trigueiro*	Contracts Specialist	**$500,000**
Elise Korican*	Contracts Specialist	**$500,000**
Marlene Wilkie*	Contracts Specialist	**$500,000**
Gigi Chapman	Contracts Specialist	**$500,000**
Mary Ruth Mastrangelo	Contracts Specialist	**$500,000**
Katherine Mcgregor	Contracts Specialist	**$500,000**
Mark Spellman	Sr. Contracts Specialist	**$500,000**

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of Life Technologies Corporation as of the 24th day of August 2016.

Genoff. MacLeod

Genoffir MacLeod
Assistant Secretary
Life Technologies Corporation

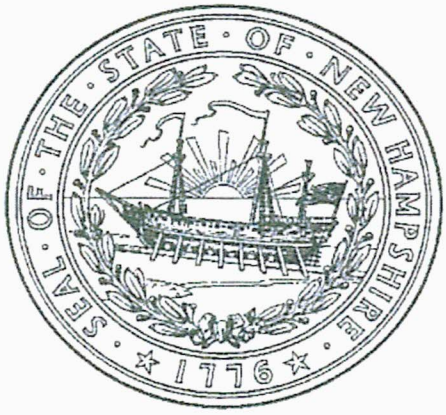
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LIFE TECHNOLOGIES CORPORATION is a Delaware Profit Corporation registered to transact business in New Hampshire on March 30, 2011. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **646699**

Certificate Number: **0004436308**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of March A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/28/2018

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).

Holder Identifier :

PRODUCER
Aon Risk Services Northeast, Inc.
Boston MA Office
53 State Street
Suite 2201
Boston MA 02109 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Property Cas Co of America	25674
INSURER B:	ACE American Insurance Company	22667
INSURER C:	Westchester Fire Insurance Company	10030
INSURER D:	ACE Property & Casualty Insurance Co.	20699
INSURER E:		
INSURER F:		

INSURED
Life Technologies Corporation
Applied Biosystems LLC
Thermo Fisher Scientific Inc.
5791 Van Allen Way
Carlsbad CA 92008 USA

COVERAGES **CERTIFICATE NUMBER:** 570072038508 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			G23866948009 SIR applies per policy terms & conditions	07/01/2018	07/01/2019	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	Excluded
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			TC2JCAP-7439L260-18	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION			XOOG28133613003	07/01/2018	07/01/2019	EACH OCCURRENCE	$10,000,000
							AGGREGATE	$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TC2JUB121D764718	07/01/2018	07/01/2019	X 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
c	Products Liab			G27364639006 Claims Made SIR applies per policy terms & conditions	07/01/2018	07/01/2019	Aggregate Limit Per Occurrence	$4,000,000 $2,000,000

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

Products Liability Coverage is on a claim made basis.

Certificate No : 570072038508

CERTIFICATE HOLDER

The State of New Hampshire
25 Capital Street
Concord NH 03301 USA

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

Aon Risk Services Northeast, Inc.

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The ACORD name and logo are registered marks of ACORD