NOTICE OF CONTRACT

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

CONTRACT NO.: 8002499

NIGP: 938 5900

VENDOR: Life Technologies Corp. VENDOR #: 175343
North American Sales and Services
Attn: Service Contract Administration
Mailstop: PLEC-1
5781 Van Allen Way
Carlsbad, CA  92008

CONTACT PERSON(s): Iris Kolenski, Regional Sales Manager
Tel. No.: 289-313-1717
Email: Service.Sales@LifeTech.com
Toll Free for Instrument Services: 1-800-955-6288, option 3, 2
Fax for Instrument Services: 1-925-426-2051

EFFECTIVE FROM: January 1, 2019 through December 31, 2021

PAYMENT & TERMS: Payments shall be made via Procurement Card (P-Card). The resulting contract has mandatory Procurement Card usage for agencies enrolled in the State P-Card Program.

INVOICING & PAYMENTS: 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.
PRODUCTS & PRICING:
This Contract shall cover the following services of laboratory equipment/instrumentation currently manufactured by Life Technologies (previously Applied Biosystems) or its designee.

Life Technologies Corporation shall provide maintenance and repair services for the following instruments:

<table>
<thead>
<tr>
<th>System</th>
<th>Serial Number</th>
<th>Year One Cost</th>
<th>Year Two Cost</th>
<th>Year Three Cost</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
<td>(1/1/2019 - 12/31/2019)</td>
<td>(1/1/2020 - 12/31/2020)</td>
<td>(1/1/2021 - 12/31/2021)</td>
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<td>NH Public Health Laboratories</td>
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<td>$9,785.95</td>
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<td>$85,277.21</td>
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<td>$9,808.85</td>
<td>$10,103.12</td>
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</tbody>
</table>

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 Contract 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 FASTDX PCR model #275011259 and 7500 FASTDX 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. Life Technologies Corporation 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 warranted 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 Life Technologies Corporation.

Service Plan Exclusions:
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 Life Technologies Corporation shall not commence work until a conference is held at the laboratory and the Life Technologies Corporation has been briefed by a member or representative of the agency laboratory staff.

QUESTIONS: Direct any questions to Erica Brisson, 603-271-7272 or Erica.Brisson@DAS.NH.Gov