

Contract # 8001064
 Expires - 8-31-16

Subject: AGILENT TECHNOLOGY - MAINTENANCE, SUPPORT AND SERVICE

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name AGILENT TECHNOLOGIES INC.		1.4 Contractor Address 2850 CENTERVILLE ROAD WILMINGTON, DE 19808	
1.5 Contractor Phone Number 800-227-9770	1.6 Account Number	1.7 Completion Date 8/31/2016	1.8 Price Limitation \$650,438.70
1.9 Contracting Officer for State Agency Michael P. Walsh II, Purchasing Agent		1.10 State Agency Telephone Number 603-271-3235	
1.11 Contractor Signature <i>Sandra Beal</i>		1.12 Name and Title of Contractor Signatory Sandra Beal Business Sales Specialist	
1.13 Acknowledgement: State of Delaware, County of New Castle On 11/07/2011, 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 <i>Shirley B. Hamkin</i> [Seal]			
1.13.2 Name and Title of Notary Public or Justice of the Peace SHIRLEY B. HAMKIN My Commission Expires July 28, 2012			
1.14 State Agency Signature <i>Linda M. Hodgdon</i>		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, 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) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 Failure to perform the Services satisfactorily or on schedule;

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

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

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

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

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the

Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 Fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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

GENERAL

SCOPE OF SERVICES:

The purpose of 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 **AGILENT TECHNOLOGY – MAINTENANCE, SUPPORT AND SERVICE** , at the locations stated within Attachment A.

AGILENT TECHNOLOGY – MAINTENANCE, SUPPORT AND SERVICE, 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.

Contractor shall contract on all equipment at all locations as listed within the offer section, see attachment A at the end of this solicitation

Contractor may also make site visits to any locations they wish to contract on if applicable. The act of submitting a contract shall be considered in full acknowledgment that the Contractor is familiar with or had the opportunity to become familiar with, the conditions and requirements of these specifications with ascertained pertinent local conditions, such as equipment conditions, locations, accessibility and general character of the sites relating to this contract.

All services performed under this Contract (BOTH preventative maintenance and emergency repairs shall be performed between the hours of 8:00 A.M. and 4:30 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 shall be paid for any off-hour work.

The Contractor agrees that any damage or injury to buildings, materials, equipment or to other property during the performance of **AGILENT TECHNOLOGY – MAINTENANCE, SUPPORT AND SERVICE**, shall be repaired at their own expense.

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

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contract Officers 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 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.

If **sub-Contractors** are to be utilized, please include information regarding the proposed sub-Contractor including the name of the company, address, contact person and three references for clients they are currently servicing.

CONTRACTOR INITIALS: sb

DATE: 11/07/2011

SPECIFICATIONS:

Complete specifications required are detailed in **SCOPE OF SERVICES** in this contract. In responding to the contract, the Contractor shall address all requirements for information as outlined.

EXHIBIT A - SCOPE OF SERVICES BY AGENCY AND EQUIPMENT

The contract covers the following services:

Public Health Laboratories Systems:

- A. Sixty month maintenance and repair service agreement for Agilent GCMS 5973 Turbo System (Carmen): SYS-GM-5973T/S-STAT-GCMS-623407 99327
- B. Sixty month maintenance and repair service agreement for Agilent GCMS 5973 Turbo System (Beatriz): SYS-GM-5973T/S-STAT-GCMS-623407 43907
- C. Sixty month maintenance and repair service agreement for Agilent GCMS 5973 Turbo System (Alicia): SYS-GM-5973T/S-STAT-GCMS-105737-78471
- D. Sixty month maintenance and repair service agreement for Agilent GCMS 5975 Turbo System (Amar): SYS-GM-5975T/S-STAT-GCMS-623407 52410
- E. Sixty month maintenance and repair service agreement for Agilent Rapid Res LC 1200 System (LC-61374): SYS-LC-1200/S-STAT-LC-319303 95577
- F. Sixty month maintenance and repair service agreement for Agilent Real-Time PCR System without computer (04-STRNEWHAMPSHIRE2525): 401400/0420530 Mx3000P

PHL- Water Analysis Laboratory Systems:

- G. Sixty month maintenance and repair service agreement for Agilent GC 6890 System (!GC-04223): SYS-GC-6890/S-STAT-GC-623407 25873
- H. Sixty month maintenance and repair service agreement for Agilent GCMS 5973 Diffusion System (!MS1-12004): SYS-GM-5973D/S-STAT-GCMS-623407 90607
- I. Sixty month maintenance and repair service agreement for Agilent GCMS 5973 Diffusion System (!MS1-46286): SYS-GM-5973D/S-STAT-GCMS-623407 97633
- J. Sixty month maintenance and repair service agreement for Agilent GCMS 5973D Asset Maximization Plus and Asset Max PM Service (!MS2-12005): SYS-GM-73DZ/S-STAT--105737-42807
- K. Sixty month maintenance and repair service agreement for Agilent ICPMS 7500 Single Turbo System (!ICP2-01969): SYS-IM-7500S/S-STAT-ICPMS-623407 21069
- L. Sixty month maintenance and repair service agreement for Agilent LCMS Single Quad System (!MS3-13087): SYS-LM-QUAD/S-STAT-LCMS-623407 58951
- M. Sixty month maintenance and repair service agreement for Agilent 5975 Diffusion System (GCMS-12569): SYS-GM-5975D/S-STAT-GCMS-466462 46961
- N. Sixty month maintenance and repair service agreement for Agilent ICPMS 7700 System (ICPMS-10200): SYS-IM-7700/S-STAT-ICPMS-423035 79733

Department of Safety Systems:

- O. Sixty month maintenance and repair service agreement for Agilent UV-VIS 8453 System (!UV-01066): SYS-UV-VIS/S-STAT-UV-623407 64230
- P. Sixty month maintenance and repair service agreement for Agilent GCMS 5973 Turbo System (Public Health Labs): SYS-GM-5973T/S-STAT-GCMS-623407 96339
- Q. Sixty month maintenance and repair service agreement for Agilent GC 2200 System (!GM-57867): SYS-GM-2200/S-GM-85134-41511
- R. Sixty month maintenance and repair service agreement for Agilent GCMS 5973 Turbo System (!GM-10114): SYS-GM-5973T/S-STAT-GCMS-105737-83948
- S. Sixty month maintenance and repair service agreement for Agilent GCMS 5975 Turbo System (!GM-28488): SYS-GM-5975T/S-STAT-GCMS-105737-63479
- T. Sixty month maintenance and repair service agreement for Agilent GSMS 5973 Turbo System (Pari-Mutuel): SYS-GM-5973T/S-STAT-GCMS-623407 73184

CONTRACTOR INITIALS: sb

DATE: 11/07/2011

Service A- Sixty month maintenance and repair service agreement for Agilent GCMS 5973 Turbo System (Carmen): SYS-GM-5973T/S-STAT-GCMS-623407 99327

The Contractor shall provide:

1. Agilent Advantage Silver (R-28R-501) service to include unlimited 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.
2. Emergency repairs shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday.
3. One (1) Preventative Maintenance (PM) visit performed by Agilent Field Service Engineer per year
 - a. High usage parts shall be serviced and/or replaced, the machine shall be thoroughly cleaned, and set up for optimal operation
 - b. The Preventative Maintenance Visit shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday

Service Plan Exclusions:

1. Services for parts and instruments that become contaminated when operated in hazardous environment or are used to analyze hazardous materials, may be subject to additional charges. State is responsible for disposal of all contaminated material that cannot be returned to Agilent in a safe manner.
2. Supplies or consumables for the routine maintenance or normal operation of Agilent instruments are not included.

Service B - Sixty month maintenance and repair service agreement for Agilent GCMS 5973 Turbo System (Beatriz): SYS-GM-5973T/S-STAT-GCMS-623407 43907

The Contractor shall provide:

1. Agilent Advantage Silver (R-28R-501) service to include unlimited 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.
2. Emergency repairs shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday.
3. One (1) Preventative Maintenance (PM) visit performed by Agilent Field Service Engineer per year
 - a. High usage parts shall be serviced and/or replaced, the machine shall be thoroughly cleaned, and set up for optimal operation
 - b. The Preventative Maintenance Visit shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday

Service Plan Exclusions:

1. Services for parts and instruments that become contaminated when operated in hazardous environment or are used to analyze hazardous materials, may be subject to additional charges. State is responsible for disposal of all contaminated material that cannot be returned to Agilent in a safe manner.
2. Supplies or consumables for the routine maintenance or normal operation of Agilent instruments are not included.

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Service C- Sixty month maintenance and repair service agreement for Agilent GCMS 5973 Turbo System (Alicia): SYS-GM-5973T/S-STAT-GCMS-105737-78471

The Contractor shall provide:

1. Agilent Advantage Silver (R-28R-501) service to include unlimited 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.
2. Emergency repairs shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday.
3. One (1) Preventative Maintenance (PM) visit performed by Agilent Field Service Engineer per year
 - a. High usage parts shall be serviced and/or replaced, the machine shall be thoroughly cleaned, and set up for optimal operation The Preventative Maintenance Visit shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday
 - b.

CONTRACTOR INITIALS: sb

DATE: 11/07/2011

Service Plan Exclusions:

1. Services for parts and instruments that become contaminated when operated in hazardous environment or are used to analyze hazardous materials, may be subject to additional charges. State is responsible for disposal of all contaminated material that cannot be returned to Agilent in a safe manner.
2. Supplies or consumables for the routine maintenance or normal operation of Agilent instruments are not included.

Service D - Sixty month maintenance and repair service agreement for Agilent GCMS 5975 Turbo System (Amar): SYS-GM-5975T/S-STAT-GCMS-623407 52410

The Contractor shall provide:

1. Agilent Advantage Silver (R-28R-501) service to include unlimited 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.
2. Emergency repairs shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday.
3. One (1) Preventative Maintenance (PM) visit performed by Agilent Field Service Engineer per year
 - a. High usage parts shall be serviced and/or replaced, the machine shall be thoroughly cleaned, and set up for optimal operation
 - b. The Preventative Maintenance Visit shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday

Service Plan Exclusions:

1. Services for parts and instruments that become contaminated when operated in hazardous environment or are used to analyze hazardous materials, may be subject to additional charges. State is responsible for disposal of all contaminated material that cannot be returned to Agilent in a safe manner.
2. Supplies or consumables for the routine maintenance or normal operation of Agilent instruments are not included.

Service E - Sixty month maintenance and repair service agreement for Agilent Rapid Res LC 1200 System (LC-61374): SYS-LC-1200/S-STAT-LC-319303 95577

The Contractor shall provide:

1. Agilent Advantage Silver (R-28R-501) service to include unlimited 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.
2. Emergency repairs shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday.
3. One (1) Preventative Maintenance (PM) visit performed by Agilent Field Service Engineer per year
 - a. High usage parts shall be serviced and/or replaced, the machine shall be thoroughly cleaned, and set up for optimal operation
 - b. The Preventative Maintenance Visit shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday

Service Plan Exclusions:

1. Services for parts and instruments that become contaminated when operated in hazardous environment or are used to analyze hazardous materials, may be subject to additional charges. State is responsible for disposal of all contaminated material that cannot be returned to Agilent in a safe manner.
2. Supplies or consumables for the routine maintenance or normal operation of Agilent instruments are not included.

CONTRACTOR INITIALS: sb

DATE: 11/07/2011

Service F- Sixty month maintenance and repair service agreement for Agilent Real-Time PCR System without computer (04-STRNEWHAMPSHIRE2525): 401400/0420530 Mx3000P

1. Agilent Loaner Instrument (R-20F-501) service to including a loaner instrument delivered to NH PHL within twenty four (24) business hours, prepaid shipping of the failed instrument, upgrade of the repaired instrument to current Agilent engineering specifications.
2. Agilent Application software (R-21V-501) services including unlimited remote support for two designated callers to isolate and resolve software issues, a four (4) hour response time during Agilent business hours, certain software updates and documentation, software status bulletins, software tracking and extension of software updates to one additional system running the same Agilent software revision at the same location.
3. Coverage hours shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday excluding local holidays.

Service Plan Exclusions:

State must return the loaner in prepaid packaging provided by Agilent within five (5) working days to Agilent after the arrival of the repaired instrument or Agilent shall invoice the State for the unit at the current list price.

Service G - Sixty month maintenance and repair service agreement for Agilent GC 6890 System (!GC-04223): SYS-GC-6890/S-STAT-GC-623407 25873

1. Agilent Advantage Silver (R-28R-501) service to include unlimited 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.
2. Emergency repairs shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday.
3. One (1) Preventative Maintenance (PM) visit performed by Agilent Field Service Engineer per year
 - a. High usage parts shall be serviced and/or replaced, the machine shall be thoroughly cleaned, and set up for optimal operation
 - b. The Preventative Maintenance Visit shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday

Service Plan Exclusions:

1. Services for parts and instruments that become contaminated when operated in hazardous environment or are used to analyze hazardous materials, may be subject to additional charges. State is responsible for disposal of all contaminated material that cannot be returned to Agilent in a safe manner.
2. Supplies or consumables for the routine maintenance or normal operation of Agilent instruments are not included.

Service H- Sixty month maintenance and repair service agreement for Agilent GCMS 5973 Diffusion System (!MS1-12004): SYS-GM-5973D/S-STAT-GCMS-623407 90607

1. Agilent Advantage Silver (R-28R-501) service to include unlimited 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.
2. Emergency repairs shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday.
3. One (1) Preventative Maintenance (PM) visit performed by Agilent Field Service Engineer per year
 - a. High usage parts shall be serviced and/or replaced, the machine shall be thoroughly cleaned, and set up for optimal operation
 - b. The Preventative Maintenance Visit shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday

CONTRACTOR INITIALS: sb

DATE: 11/07/2011

Service Plan Exclusions:

1. Services for parts and instruments that become contaminated when operated in hazardous environment or are used to analyze hazardous materials, may be subject to additional charges. State is responsible for disposal of all contaminated material that cannot be returned to Agilent in a safe manner.
2. Supplies or consumables for the routine maintenance or normal operation of Agilent instruments are not included.

**Service I - Sixty month maintenance and repair service agreement for Agilent GCMS 5973 Diffusion System (!MS1-46286):
SYS-GM-5973D/S-STAT-GCMS-623407 97633**

1. Agilent Advantage Silver (R-28R-501) service to include unlimited 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.
2. Emergency repairs shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday.
3. One (1) Preventative Maintenance (PM) visit performed by Agilent Field Service Engineer per year
 - a. High usage parts shall be serviced and/or replaced, the machine shall be thoroughly cleaned, and set up for optimal operation
 - b. The Preventative Maintenance Visit shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday

Service Plan Exclusions:

1. Services for parts and instruments that become contaminated when operated in hazardous environment or are used to analyze hazardous materials, may be subject to additional charges. State is responsible for disposal of all contaminated material that cannot be returned to Agilent in a safe manner.
2. Supplies or consumables for the routine maintenance or normal operation of Agilent instruments are not included.

Service J - Sixty month maintenance and repair service agreement for Agilent GCMS 5973D Asset Maximization Plus and Asset Max PM Service (!MS2-12005): SYS-GM-73DZ/S-STAT--105737-42807

The Contractor shall provide:

1. Agilent Asset Maximization Plus (R-28Z-501) service to include unlimited 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 available service parts, including consumable parts required for repair are included. Parts shall be located on a "best effort" basis.
2. Emergency repairs shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday.
3. One (1) Agilent Maximization Preventive Maintenance (R-20Y-501) service performed by Agilent Field Service Engineer per year
 - a. Includes specific consumables and supplies required to perform Agilent's PM service.
 - b. Emergency repairs shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday.

Service Plan Exclusions:

1. Services for parts and instruments that become contaminated when operated in hazardous environment or are used to analyze hazardous materials, may be subject to additional charges. State is responsible for disposal of all contaminated material that cannot be returned to Agilent in a safe manner.
2. Supplies or consumables for the routine maintenance or normal operation of Agilent instruments are not included.

CONTRACTOR INITIALS: sb

DATE: 11/07/2011

Service K – Sixty month maintenance and repair service agreement for Agilent ICPMS 7500 Single Turbo System (!ICP2-01969): SYS-IM-7500S/S-STAT-ICPMS-623407 21069

The Contractor shall provide:

1. Agilent Advantage Silver (R-28R-501) service to include unlimited 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.
2. Emergency repairs shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday.
3. One (1) Preventative Maintenance (PM) visit performed by Agilent Field Service Engineer per year
 - a. High usage parts shall be serviced and/or replaced, the machine shall be thoroughly cleaned, and set up for optimal operation
 - b. The Preventative Maintenance Visit shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday

Service Plan Exclusions:

1. Services for parts and instruments that become contaminated when operated in hazardous environment or are used to analyze hazardous materials, may be subject to additional charges. State is responsible for disposal of all contaminated material that cannot be returned to Agilent in a safe manner.
2. Supplies or consumables for the routine maintenance or normal operation of Agilent instruments are not included.

Service L - Sixty month maintenance and repair service agreement for Agilent LCMS Single Quad System (!MS3-13087): SYS-LM-QUAD/S-STAT-LCMS-623407 58951

The Contractor shall provide:

1. Agilent Advantage Silver (R-28R-501) service to include unlimited 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.
2. Emergency repairs shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday.
3. One (1) Preventative Maintenance (PM) visit performed by Agilent Field Service Engineer per year
 - a. High usage parts shall be serviced and/or replaced, the machine shall be thoroughly cleaned, and set up for optimal operation
 - b. The Preventative Maintenance Visit shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday

Service Plan Exclusions:

1. Services for parts and instruments that become contaminated when operated in hazardous environment or are used to analyze hazardous materials may be subject to additional charges. State is responsible for disposal of all contaminated material that cannot be returned to Agilent in a safe manner.
2. Supplies or consumables for the routine maintenance or normal operation of Agilent instruments are not included.

Service M - Sixty month maintenance and repair service agreement for Agilent 5975 Diffusion System (GCMS-12569): SYS-GM-5975D/S-STAT-GCMS-466462 46961

The Contractor shall provide:

1. Agilent Advantage Silver (R-28R-501) service to include unlimited 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.
2. Emergency repairs shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday.
3. One (1) Preventative Maintenance (PM) visit performed by Agilent Field Service Engineer per year
 - a. High usage parts shall be serviced and/or replaced, the machine shall be thoroughly cleaned, and set up for optimal operation
 - b. The Preventative Maintenance Visit shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday

CONTRACTOR INITIALS: sb

DATE: 11/07/2011

Service Plan Exclusions:

1. Services for parts and instruments that become contaminated when operated in hazardous environment or are used to analyze hazardous materials, may be subject to additional charges. State is responsible for disposal of all contaminated material that cannot be returned to Agilent in a safe manner.
2. Supplies or consumables for the routine maintenance or normal operation of Agilent instruments are not included.

Service N – Sixty month maintenance and repair service agreement for Agilent ICPMS 7700 System (ICPMS-10200): SYS-IM-7700/S-STAT-ICPMS-423035 79733

The Contractor shall provide:

1. Agilent Advantage Silver (R-28R-501) service to include unlimited 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.
2. Emergency repairs shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday.
3. One (1) Preventative Maintenance (PM) visit performed by Agilent Field Service Engineer per year
 - a. High usage parts shall be serviced and/or replaced, the machine shall be thoroughly cleaned, and set up for optimal operation
 - b. The Preventative Maintenance Visit shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday

Service Plan Exclusions:

1. Services for parts and instruments that become contaminated when operated in hazardous environment or are used to analyze hazardous materials may be subject to additional charges. State is responsible for disposal of all contaminated material that cannot be returned to Agilent in a safe manner.
2. Supplies or consumables for the routine maintenance or normal operation of Agilent instruments are not included.

Service O - Sixty month maintenance and repair service agreement for Agilent UV-VIS 8453 System (!UV-01066): SYS-UV-VIS/S-STAT-UV-623407 64230

The Contractor shall provide:

1. Agilent Advantage Silver (R-28R-501) service to include unlimited 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.
2. Emergency repairs shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday.
3. One (1) Preventative Maintenance (PM) visit performed by Agilent Field Service Engineer per year
 - a. High usage parts shall be serviced and/or replaced, the machine shall be thoroughly cleaned, and set up for optimal operation
 - b. The Preventative Maintenance Visit shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday

Service Plan Exclusions:

1. Services for parts and instruments that become contaminated when operated in hazardous environment or are used to analyze hazardous materials, may be subject to additional charges. State is responsible for disposal of all contaminated material that cannot be returned to Agilent in a safe manner.
2. Supplies or consumables for the routine maintenance or normal operation of Agilent instruments are not included.

CONTRACTOR INITIALS: sb

DATE: 11/07/2011

**Service P - Sixty month maintenance and repair service agreement for Agilent GCMS 5973 Turbo System (Public Health Labs):
SYS-GM-5973T/S-STAT-GCMS-623407 96339**

The Contractor shall provide:

1. Agilent Advantage Silver (R-28R-501) service to include unlimited 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.
2. Emergency repairs shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday.
3. One (1) Preventative Maintenance (PM) visit performed by Agilent Field Service Engineer per year
 - a. High usage parts shall be serviced and/or replaced, the machine shall be thoroughly cleaned, and set up for optimal operation
 - b. The Preventative Maintenance Visit shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday

Service Plan Exclusions:

1. Services for parts and instruments that become contaminated when operated in hazardous environment or are used to analyze hazardous materials may be subject to additional charges. State is responsible for disposal of all contaminated material that cannot be returned to Agilent in a safe manner.
2. Supplies or consumables for the routine maintenance or normal operation of Agilent instruments are not included.

Service Q – Sixty month maintenance and repair service agreement for Agilent GC 2200 System (!GM-57867): SYS-GM-2200/S-GM-85134-41511

The Contractor shall provide:

1. Agilent Advantage Silver (R-28R-501) service to include unlimited 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.
2. Emergency repairs shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday.
3. One (1) Preventative Maintenance (PM) visit performed by Agilent Field Service Engineer per year
 - a. High usage parts shall be serviced and/or replaced, the machine shall be thoroughly cleaned, and set up for optimal operation
 - b. The Preventative Maintenance Visit shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday

Service Plan Exclusions:

1. Services for parts and instruments that become contaminated when operated in hazardous environment or are used to analyze hazardous materials, may be subject to additional charges. State is responsible for disposal of all contaminated material that cannot be returned to Agilent in a safe manner.
2. Supplies or consumables for the routine maintenance or normal operation of Agilent instruments are not included.

Service R – Sixty month maintenance and repair service agreement for Agilent GCMS 5973 Turbo System (!GM-10114): SYS-GM-5973T/S-STAT-GCMS-105737-83948

The Contractor shall provide:

1. Agilent Advantage Silver (R-28R-501) service to include unlimited 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.
2. Emergency repairs shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday.
3. One (1) Preventative Maintenance (PM) visit performed by Agilent Field Service Engineer per year
 - a. High usage parts shall be serviced and/or replaced, the machine shall be thoroughly cleaned, and set up for optimal operation
 - b. The Preventative Maintenance Visit shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday

CONTRACTOR INITIALS: sb

DATE: 11/07/2011

Service Plan Exclusions:

- 1. Services for parts and instruments that become contaminated when operated in hazardous environment or are used to analyze hazardous materials, may be subject to additional charges. State is responsible for disposal of all contaminated material that cannot be returned to Agilent in a safe manner.
- 2. Supplies or consumables for the routine maintenance or normal operation of Agilent instruments are not included.

Service S – Sixty month maintenance and repair service agreement for Agilent GCMS 5975 Turbo System (!GM-28488): SYS-GM-5975T/S-STAT-GCMS-105737-63479

The Contractor shall provide:

- 1. Agilent Advantage Silver (R-28R-501) service to include unlimited 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.
- 2. Emergency repairs shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday.
- 3. One (1) Preventative Maintenance (PM) visit performed by Agilent Field Service Engineer per year
 - a. High usage parts shall be serviced and/or replaced, the machine shall be thoroughly cleaned, and set up for optimal operation
 - b. The Preventative Maintenance Visit shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday

Service Plan Exclusions:

- 1. Services for parts and instruments that become contaminated when operated in hazardous environment or are used to analyze hazardous materials, may be subject to additional charges. State is responsible for disposal of all contaminated material that cannot be returned to Agilent in a safe manner.
- 2. Supplies or consumables for the routine maintenance or normal operation of Agilent instruments are not included.

Service T – Sixty month maintenance and repair service agreement for Agilent GSMS 5973 Turbo System (Pari-Mutuel): SYS-GM-5973T/S-STAT-GCMS-623407 73184

The Contractor shall provide:

- 1. Agilent Advantage Silver (R-28R-501) service to include unlimited 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.
- 2. Emergency repairs shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday.
- 3. One (1) Preventative Maintenance (PM) visit performed by Agilent Field Service Engineer per year
 - a. High usage parts shall be serviced and/or replaced, the machine shall be thoroughly cleaned, and set up for optimal operation
 - b. The Preventative Maintenance Visit shall occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday

Service Plan Exclusions:

- 1. Services for parts and instruments that become contaminated when operated in hazardous environment or are used to analyze hazardous materials, may be subject to additional charges. State is responsible for disposal of all contaminated material that cannot be returned to Agilent in a safe manner.

Supplies or consumables for the routine maintenance or normal operation of Agilent instruments are not include

*****END OF SCOPE OF WORK*****

CONTRACTOR INITIALS: sb

DATE: 11/07/2011

CONTRACT 8001064

COMMODITY- AGILENT TECHNOLOGIES – MAINTENANCE, SUPPORT & SERVICE

VENDOR - AGILENT TECHNOLOGIES INC.

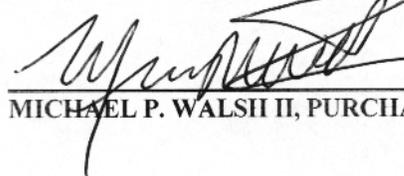
VENDOR # - 176061 – P001

TERM - 11/14/2011 THROUGH 8/31/2016

* * * * *

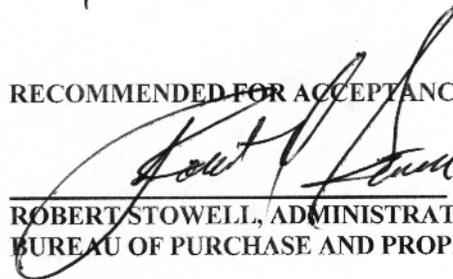
SUBMITTED FOR ACCEPTANCE BY:

DATE:


MICHAEL P. WALSH II, PURCHASING AGENT

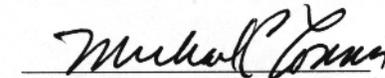
11-10-2011

RECOMMENDED FOR ACCEPTANCE BY:


ROBERT STOWELL, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

11/10/11

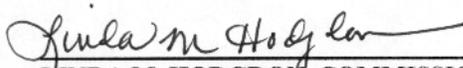
ENDORSED FOR ACCEPTANCE BY:


MICHAEL P. CONNOR, DIRECTOR
PLANT AND PROPERTY MGT.

11/28/11

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

DATE:

 ***
LINDA M. HODGDON, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

11/28/11

*** Please sign p-37 document where indicated, thank you

STATE OF NEW HAMPSHIRE

RFB 1354-12 - AGILENT TECHNOLOGY MAINTENANCE SUPPORT & SERVICE

1:30:00 PM 10/11/2011

VENDOR	AGILENT TECHNOLOGIES			
Payment	Amount to NPHPL total per year	Amount to NPHPL- WAL total per year	Amount to NH Dept of Safety total per year	Total
Year 1-2011	\$35,067.60	\$53,764.20	\$37,495.20	\$126,327.00
Year 2-2012	\$35,067.60	\$53,764.20	\$37,495.20	\$126,327.00
Year 3-2013	\$35,067.60	\$53,764.20	\$37,495.20	\$126,327.00
Year 4-2014	\$35,067.60	\$60,032.10	\$37,495.20	\$132,594.90
Year 5-2015	\$35,067.60	\$66,300.00	\$37,495.20	\$138,862.80
Total of all 5 Years	\$175,338.00	\$287,624.70	\$187,476.00	\$650,438.70
	award made to this bidder			

EXHIBIT B – PAYMENT TERMS

Invoices for the services under this agreement shall be submitted according to the following chart based on Exhibit B pricing:

CONTRACT VALUE NOT TO EXCEED \$650,438.70

Payment	Amount to NPHL total per year	Amount to NPHL-WAL total per year	Amount to NH Dept of Safety total per year	Total
Year 1-2011	\$35,067.60	\$53,764.20	\$59,527.20	\$148,359.00
Year 2-2012	\$35,067.60	\$53,764.20	\$31,987.20	\$120,819.00
Year 3-2013	\$35,067.60	\$53,764.20	\$31,987.20	\$120,819.00
Year 4-2014	\$35,067.60	\$60,032.10	\$31,987.20	\$127,086.90
Year 5-2015	\$35,067.60	\$66,300.00	\$31,987.20	\$133,354.80
Total of all 5 Years	\$175,338.00	\$287,624.70	\$187,476.00	\$650,438.70

2 Invoices & contact information for the **NPHL** shall be directed to:

**Ms. Mary Holliday - Public Health Laboratories
NH Department of Health and Human Services
29 Hazen Drive
Concord, NH 03301-6504**

3 Invoices & contact information for the **NPHL-WAL** shall be directed to:

**Ms. Patricia Bickford - Public Health Laboratories-WAL
NH Department of Health and Human Services
29 Hazen Drive
Concord, NH 03301-6504**

4 Invoices & contact information for the NH Dept. of Safety shall be directed to:

**Mr. Timothy Pifer - Department of Safety
Forensic Laboratory - 33 Hazen Drive
Concord, NH 03305**

PAYMENT SCHEDULE:

5. The first invoices for the first 12-month period (Year 1) shall be due September 1, 2011
6. The first invoices for the second 12-month period (Year 2) shall be due September 1, 2012
7. The first invoices for the third 12-month period (Year 3) shall be due September 1, 2013
8. The first invoices for the fourth 12-month period (Year 4) shall be due September 1, 2014
9. The first invoices for the fifth 12-month period (Year 5) shall be due September 1, 2015
10. Payment shall be made by the State agencies, subsequent to approval of the submitted invoice
11. NH State Agencies reserve the right to add additional equipment or delete existing equipment to this agreement within the contract period, with the related supplies available at the discounted rate.
12. Pricing within payment schedule included parts, labor travel warranty and all other cost associated with scope of work

PAYMENT TERM:

Net 30 days

CONTRACTOR INITIALS: sb

DATE: 11/07/2011

NEW HAMPSHIRE

Corporation Division

- Search
- By Business Name
 - By Business ID
 - By Registered Agent
 - Annual Report
 - File Online

Date: 9/30/2011**Filed Documents**

(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
AGILENT TECHNOLOGIES, INC.	Legal

Corporation - Foreign - Information

Business ID:	321968
Status:	Good Standing
Entity Creation Date:	9/14/1999
State of Business.:	DE
Principal Office Address:	5301 STEVENS CREEK BLVD. SANTA CLARA CA 95051
Principal Mailing Address:	5301 STEVENS CREEK BLVD. SANTA CLARA CA 95051
Last Annual Report Filed Date:	3/14/2011
Last Annual Report Filed:	2011

Registered Agent

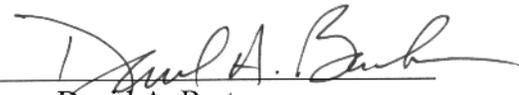
Agent Name:	C T Corporation System
Office Address:	9 CAPITOL ST CONCORD NH 03301
Mailing Address:	



**SIGNATURE AUTHORIZATION FOR BIDS, QUOTES,
CONTRACTS, BID BONDS AND PERFORMANCE BONDS**

I hereby authorize Sandra Beal to sign bids, quotes, contracts, bid bonds and performance bonds with government agencies, and other customers on behalf of Agilent Technologies, Inc. in the amount of two million five hundred thousand U.S. dollars and affirm that her signature shall be binding on Agilent Technologies, Inc.

Dated: 11/07/2011



David A. Barton
Director of Contracts

RESOLVED: That, effective as of April 1, 2010, Didier Hirsch, Hilliard C. Terry, III, Marie Oh Huber and Stephen D. Williams and each of them, is hereby empowered on behalf of the Company to sign bids, quotations, leases and contracts with customers and government agencies, including such bids and performance bonds as may be required in connection with such bids and contracts, and each is further empowered to authorize employees of the Company to sign such bids, quotations, leases, contracts and bid and performance bonds.

I, Stephen D. Williams, do hereby certify that I am the duly elected Assistant Secretary of Agilent Technologies, Inc., a Delaware corporation; that the foregoing is a full, true and correct copy of the resolution adopted by the Board of Directors of said Company on March 17, 2010; and that the resolution has not been annulled, rescinded, or revoked and remains in full force and effect. I, Stephen D. Williams, hereby authorize David A. Barton to sign bids, quotes, contracts, bid bonds and performance bonds with government agencies and other customers on behalf of the Company, and to authorize employees of the Company to sign bids, quotations, leases, contracts and bid and performance bonds.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Company.

Dated: 11/07/2011





Stephen D. Williams

MEMORANDUM OF INSURANCE		DATE
		09-Nov-2011
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via http://www.marsh.com/moi?client-2358. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>		
PRODUCER Marsh USA Inc. dba Marsh USA Risk & Insurance Services ("Marsh")	COMPANIES AFFORDING COVERAGE	
	Co.A Old Republic Insurance Company	
INSURED Agilent Technologies, Inc. 5301 Stevens Creek Blvd. M/S 1B-08 Santa Clara, California 95051 United States	Co.B	
	Co.C	
	Co.D	

COVERAGES

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 MEMORANDUM 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE	MWZY 59331	01-Nov-2011	01-Nov-2012	GENERAL AGGREGATE	\$3,000,000
					PRODUCTS - COMP/OP AGG	\$3,000,000
					PERSONAL AND ADV INJURY	\$3,000,000
					EACH OCCURRENCE	\$3,000,000
					FIRE DAMAGE (ANY ONE FIRE)	\$3,000,000
					MED EXP (ANY ONE PERSON)	\$5,000
A	AUTOMOBILE LIABILITY ANY AUTO	MWTB 21391	01-Nov-2011	01-Nov-2012	COMBINED SINGLE LIMIT	\$3,000,000

Marsh USA Inc. dba Marsh USA Risk &
Insurance Services
("Marsh")

Agilent Technologies, Inc.
5301 Stevens Creek Blvd.
M/S 1B-08
Santa Clara, California 95051
United States

ADDITIONAL INFORMATION

Work Comp/Employers Liability
All states coverage except CA, CO & WA
Work Comp excludes: ND, OH & WY

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

[Click here for a printer-friendly version of this document.](#)

Walsh, Michael P.

From: Debbie Field [DField@labor.state.nh.us]
Sent: Tuesday, November 15, 2011 2:42 PM
To: Walsh, Michael P.
Subject: Agilent Technologies Inc

This is just to confirm that the above has active Workers' Compensation with Old Republic Ins Co.

Just let me know when you need anything else.

Debbie Field

New Hampshire Workers' Comp

Coverage Unit

(603)-271-2563

(603)-271-0126

dfield@labor.state.nh.us

