

CONTRACT # 8001182 - LABORATORY EQUIPMENT SERVICE & REPAIR CONTRACT

VENDOR PERKIN ELMER HEALTH SCIENCES INC. VDR 174649

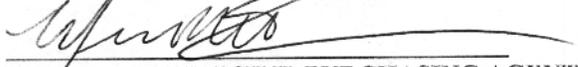
VENDOR # LOCATION R001

TERM 7/1/2012 - 6/30/2017

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SUBMITTED FOR ACCEPTANCE BY:

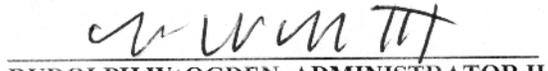
DATE:


MICHAEL P. WALSH II, PURCHASING AGENT

6-7-2012

REVIEWED FOR ACCEPTANCE BY:

DATE:


RUDOLPH W. OGDEN, ADMINISTRATOR II
BUREAU OF PURCHASE & PROPERTY

6/20/2012

RECOMMENDED FOR ACCEPTANCE BY:

DATE:


ROBERT STOWELL, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

6/20/12

ENDORSED FOR ACCEPTANCE BY:

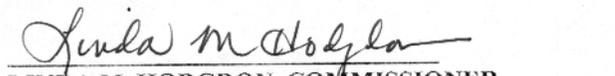
DATE:


MICHAEL P. CONNOR, DIRECTOR
PLANT AND PROPERTY MGT.

6/22/12

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

6/22/12

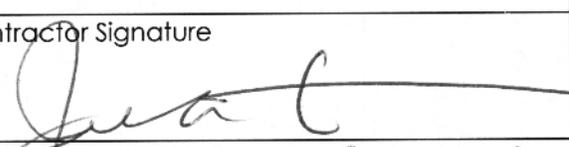
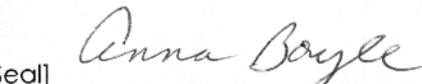
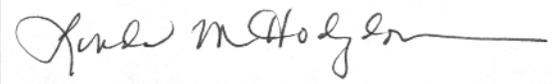
Subject: Perkin Elmer – Laboratory Equipment Service & Repair Contract

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name PERKIN ELMER HEALTH SCIENCES INC.		1.4 Contractor Address 710 BRIDGPORT AVE SHELTON, CT 06484	
1.5 Contractor Phone Number 203-944-2621	1.6 Account Number	1.7 Completion Date 6/30/2017	1.8 Price Limitation \$454,660.32
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 		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of <i>Conn</i> , County of <i>Fairfield</i> On <i>May 25th, 2012</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary Public or Justice of the Peace <i>Anna Boyle</i> <i>Notary Public</i>			
1.14 State Agency Signature 		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.

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 PerkinElmer Health Sciences, Inc., a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on March 8, 2004. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that the attached is a true copy of the list of documents on file in this office.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of May, A.D. 2012

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

EXHIBIT A SCOPE OF SERVICES

The Contractor shall be authorized by PerkinElmer LAS, Inc., to provide service and repair of all the Perkin Elmer instruments listed below, to include troubleshooting and installation of all software and updates. All service personnel performing services on the instrumentation must be authorized by Perkin Elmer to perform the services below and as such, provide a copy of written authorization from Perkin Elmer.

This contract covers the following services:

Public Health Laboratories Systems:

- A. Five-year maintenance and repair service contract for PerkinElmer Liquid Chromatography Inductively Coupled Plasma Mass Spectrometry system (LC ICP MS), SN Q0480204.
- B. Five-year maintenance and repair service contract for PerkinElmer Victor 2 Counter, Shaker Plate and Robot, SN 4202366; Columbus Strip Washer, SN 6640060; and the Orbital Shaker 4 Microplates, SN 100105297, and the Delfia Plate Washer, SN KC9D306603.
- C. Five-year maintenance and repair service contract for PerkinElmer Inductively Coupled Plasma Mass Spectrometry system ICP MS), SN ai0101380603.
- D. Five-year maintenance and repair service contract for PerkinElmer Five-year maintenance and repair service contract for PerkinElmer TRI-CARB 2800TR Liquid Scintillation Counter S/N DG12073344.

Department of Safety Systems:

- E. Five-year maintenance and repair service contract for PerkinElmer Autosystemxl Gas Chromatograph, SN 610N1062105.
- F. Five-year maintenance and repair service contract for PerkinElmer Turbomatrix110, SN M41L0309291.
- G. Five-year maintenance and repair service contract for PerkinElmer Turbomatrix110, SN HS40L0611241.
- H. Five-year maintenance and repair service contract for PerkinElmer Clarus 500GC, SN 650N6120807.

Department of Environmental Systems:

- I. Five-year maintenance and repair service contract for PerkinElmer Clarus 500 Gas Chromatograph, SN 650N4092702
- J. Five-year maintenance and repair service contract for PerkinElmer Turbomatrix TD, SN M41L0506149
- K. Five-year maintenance and repair service contract for PerkinElmer Clarus 500 Gas Chromatograph, SN 650N7102601
- L. Five-year maintenance and repair service contract for PerkinElmer Turbomatrix TD100, SN TD100L0710271

Service A– Five-year maintenance and repair service contract for PerkinElmer Liquid Chromatography Inductively Coupled Plasma Mass Spectrometry system (LC ICP MS), SN Q0480204

The Contractor shall provide:

- 1. Unlimited emergency on-site repair services within 48 business hours from the time it is determined that on-site repairs are needed, parts, and associated labor and travel expenses for the duration of the contract period
- 2. Priority scheduling for on-site emergency repairs
- 3. Emergency Repairs will occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday
- 4. One (1) Preventative Maintenance Visit performed by a PerkinElmer Field Service Engineer per year.
 - a. High usage parts will be serviced and/or replaced, the machine will be thoroughly cleaned, and set up for optimal operation
 - b. The Preventative Maintenance Visit will occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday
- 5. Notification of software updates
- 6. 5% discount on classroom, web, and onsite training

Contractors Initials:

Date:

[Handwritten Signature]
[Handwritten Date: 12/28/12]

Service Plan Exclusions:

1. Abuse, misuse, modification, or mishandling of equipment; or damage due to causes beyond PerkinElmer's control, including, without limitation, acts of God, flooding, power surges or failure, defective electrical work, environmental influences, deinstallation, reinstallation, unsupported computers or software, operator error, corrosive customer samples, non-contracted applications support, transportation, equipment or attachments supplied by other vendors, reagents, or communication lines.
2. 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.

Service B – Five-year maintenance and repair service contract for PerkinElmer Victor 2 Counter, Shaker Plate and Robot, SN 4202366; Columbus Strip Washer, SN 6640060; Orbital Shaker 4 Microplates, SN 100105297, and the Delphi Plate Washer, SN KC9D306603.

The Contractor shall provide:

1. Unlimited emergency on-site repair services within 48 business hours from the time it is determined that on-site repairs are needed, parts, and associated labor and travel expenses for the duration of the contract period.
2. Priority scheduling for on-site emergency repairs
3. Emergency Repairs will occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday
4. Two (2) Preventative Maintenance Visits performed by a PerkinElmer Field Service Engineer per year during the contract period
 - a. High usage parts will be serviced and/or replaced, the machine will be thoroughly cleaned, and set up for optimal operation
 - b. Preventative Maintenance Visits will occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday
5. Notification of software updates
6. 15% discount on classroom, web, and onsite training

Service Plan Exclusions:

1. Abuse, misuse, modification, or mishandling of equipment; or damage due to causes beyond PerkinElmer's control, including, without limitation, acts of God, flooding, power surges or failure, defective electrical work, environmental influences, deinstallation, reinstallation, unsupported computers or software, operator error, corrosive customer samples, non-contracted applications support, transportation, equipment or attachments supplied by other vendors, reagents, or communication lines.
2. Customer is responsible for providing consumable parts, operating supplies and other items that by their nature or intended use have a prescribed life, except where specifically included in a particular support plan

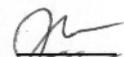
Service C – Five-year maintenance and repair service contract for PerkinElmer Inductively Coupled Plasma Mass Spectrometry system (ICP MS), SN AI0101380603

The Contractor shall provide:

1. Unlimited emergency on-site repair services within 48 business hours from the time it is determined that on-site repairs are needed, parts, and associated labor and travel expenses for the duration of the contract period
2. Priority scheduling for on-site emergency repairs
3. Emergency Repairs will occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday
4. One (1) Preventative Maintenance Visit performed by a PerkinElmer Field Service Engineer per year.
 - a. High usage parts will be serviced and/or replaced, the machine will be thoroughly cleaned, and set up for optimal operation
 - b. The Preventative Maintenance Visit will occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday
5. Notification of software updates
6. 5% discount on classroom, web, and onsite training

Contractors Initials:

Date:


1/5/25/12

Service Plan Exclusions:

1. Abuse, misuse, modification, or mishandling of equipment; or damage due to causes beyond PerkinElmer's control, including, without limitation, acts of God, flooding, power surges or failure, defective electrical work, environmental influences, deinstallation, reinstallation, unsupported computers or software, operator error, corrosive customer samples, non-contracted applications support, transportation, equipment or attachments supplied by other vendors, reagents, or communication lines.
2. 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.

Service D - Five-year maintenance and repair service contract for PerkinElmer TRI-CARB 2800TR Liquid Scintillation Counter S/N DG12073344.

The Contractor shall provide:

1. Unlimited telephone service and emergency on-site repair services within 48 business hours from the time it is determined that on-site repairs are needed, including parts, and associated labor and travel expenses for the duration of the contract period
2. Priority scheduling for on-site emergency repairs
3. One scheduled preventative maintenance visit per year
4. 5% Discount on classroom, web, and on-site training

Service Plan Exclusions:

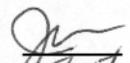
1. Abuse, misuse, modification, or mishandling of equipment; or damage due to causes beyond PerkinElmer's control, including, without limitation, acts of God, flooding, power surges or failure, defective electrical work, environmental influences, deinstallation, reinstallation, unsupported computers or software, operator error, corrosive customer samples, non-contracted applications support, transportation, equipment or attachments supplied by other vendors, reagents, or communication lines.
2. 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.

Service E - Five-year maintenance and repair service contract for PerkinElmer AutosystemXL Gas Chromatograph, SN 610N1062105.

1. Unlimited emergency on-site repair services within 48 business hours from the time it is determined that on-site repairs are needed, parts, and associated labor and travel expenses for the duration of the contract period
2. Priority scheduling for on-site emergency repairs
3. Emergency Repairs will occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday
4. Notification of software updates
5. 5% discount on classroom, web, and onsite training

Service Plan Exclusions:

1. Abuse, misuse, modification, or mishandling of equipment; or damage due to causes beyond PerkinElmer's control, including, without limitation, acts of God, flooding, power surges or failure, defective electrical work, environmental influences, deinstallation, reinstallation, unsupported computers or software, operator error, corrosive customer samples, non-contracted applications support, transportation, equipment or attachments supplied by other vendors, reagents, or communication lines.
2. 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.

Contractors Initials: 
Date: 5/25/12

Service F- Five-year maintenance and repair service contract for PerkinElmer Turbomatrix110, SN M41L0309291

1. Unlimited emergency on-site repair services within 48 business hours from the time it is determined that on-site repairs are needed, parts, and associated labor and travel expenses for the duration of the contract period
2. Priority scheduling for on-site emergency repairs
3. Emergency Repairs will occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday
4. Notification of software updates
5. 5% discount on classroom, web, and onsite training

Service Plan Exclusions:

1. Abuse, misuse, modification, or mishandling of equipment; or damage due to causes beyond PerkinElmer's control, including, without limitation, acts of God, flooding, power surges or failure, defective electrical work, environmental influences, deinstallation, reinstallation, unsupported computers or software, operator error, corrosive customer samples, non-contracted applications support, transportation, equipment or attachments supplied by other vendors, reagents, or communication lines.
2. 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.

Service G - Five-year maintenance and repair service contract for PerkinElmer Turbomatrix110, SN HS40L0611241

1. Unlimited emergency on-site repair services within 48 business hours from the time it is determined that on-site repairs are needed, parts, and associated labor and travel expenses for the duration of the contract period
2. Priority scheduling for on-site emergency repairs
3. Emergency Repairs will occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday
4. Notification of software updates
5. 5% discount on classroom, web, and onsite training.

Service Plan Exclusions:

1. Abuse, misuse, modification, or mishandling of equipment; or damage due to causes beyond PerkinElmer's control, including, without limitation, acts of God, flooding, power surges or failure, defective electrical work, environmental influences, deinstallation, reinstallation, unsupported computers or software, operator error, corrosive customer samples, non-contracted applications support, transportation, equipment or attachments supplied by other vendors, reagents, or communication lines.
2. 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.

Service H- Five-year maintenance and repair service contract for PerkinElmer Clarus 500GC, SN 650N6120807

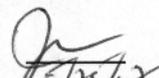
1. Unlimited emergency on-site repair services within 48 business hours from the time it is determined that on-site repairs are needed, parts, and associated labor and travel expenses for the duration of the contract period
2. Priority scheduling for on-site emergency repairs
3. Emergency Repairs will occur between the hours of 8:00 AM and 4:30 PM, Monday through Friday
4. Notification of software updates
5. 5% discount on classroom, web, and onsite training

Service Plan Exclusions:

1. Abuse, misuse, modification, or mishandling of equipment; or damage due to causes beyond PerkinElmer's control, including, without limitation, acts of God, flooding, power surges or failure, defective electrical work, environmental influences, deinstallation, reinstallation, unsupported computers or software, operator error, corrosive customer samples, non-contracted applications support, transportation, equipment or attachments supplied by other vendors, reagents, or communication lines.
2. 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.

Contractors Initials:

Date:


5/25/12

Service I - Five-year maintenance and repair service contract for PerkinElmer Clarus 500 Gas Chromatograph S/N 650N4092702.

1. Unlimited emergency on-site repair services within 48 business hours from the time it is determined that on-site repairs are needed, including parts, and associated labor and travel expenses for the duration of the contract period. Telephone support shall be provided the same day.
2. Maintenance is to take place at the air monitoring stations located at Gilson Road in Nashua, and atop Pack Monadnock in Peterborough NH, or wherever else the instruments may be located.
3. Priority scheduling for on-site emergency repairs.

Service Plan Exclusions:

1. Abuse, misuse, modification, or mishandling of equipment; or damage due to causes beyond PerkinElmer's control, including, without limitation, acts of God, flooding, power surges or failure, defective electrical work, environmental influences, deinstallation, reinstallation, unsupported computers or software, operator error, corrosive customer samples, non-contracted applications support, transportation, equipment or attachments supplied by other vendors, reagents, or communication lines.
2. 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.

Service J - Five-year maintenance and repair service contract for PerkinElmer Turbomatrix 100 TD, S/N M41L506149

1. Unlimited emergency on-site repair services within 48 business hours from the time it is determined that on-site repairs are needed, including parts, and associated labor and travel expenses for the duration of the contract period. Telephone support shall be provided the same day.
2. Maintenance is to take place at the air monitoring stations located at Gilson Road in Nashua, and atop Pack Monadnock in Peterborough NH, or wherever else the instruments may be located.
3. Priority scheduling for on-site emergency repairs.

Service Plan Exclusions:

1. Abuse, misuse, modification, or mishandling of equipment; or damage due to causes beyond PerkinElmer's control, including, without limitation, acts of God, flooding, power surges or failure, defective electrical work, environmental influences, deinstallation, reinstallation, unsupported computers or software, operator error, corrosive customer samples, non-contracted applications support, transportation, equipment or attachments supplied by other vendors, reagents, or communication lines.
2. 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.

Service K - Five-year maintenance and repair service contract for PerkinElmer Clarus 500 Gas Chromatograph S/N 650N7102601.

1. Unlimited emergency on-site repair services within 48 business hours from the time it is determined that on-site repairs are needed, including parts, and associated labor and travel expenses for the duration of the contract period. Telephone support shall be provided the same day.
2. Maintenance is to take place at the air monitoring stations located at Gilson Road in Nashua, and atop Pack Monadnock in Peterborough NH, or wherever else the instruments may be located.
3. Priority scheduling for on-site emergency repairs.

Contractors Initials:

Date:

J. S. / 5/25/12

Service Plan Exclusions:

1. Abuse, misuse, modification, or mishandling of equipment; or damage due to causes beyond PerkinElmer's control, including, without limitation, acts of God, flooding, power surges or failure, defective electrical work, environmental influences, deinstallation, reinstallation, unsupported computers or software, operator error, corrosive customer samples, non-contracted applications support, transportation, equipment or attachments supplied by other vendors, reagents, or communication lines.
2. 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.

Service L - Five-year maintenance and repair service contract for PerkinElmer Turbomatrix 100 TD, S/N TD100L0710271

1. Unlimited emergency on-site repair services within 48 business hours from the time it is determined that on-site repairs are needed, including parts, and associated labor and travel expenses for the duration of the contract period. Telephone support shall be provided the same day.
2. Maintenance is to take place at the air monitoring stations located at Gilson Road in Nashua, and atop Pack Monadnock in Peterborough NH, or wherever else the instruments may be located.
3. Priority scheduling for on-site emergency repairs.

Service Plan Exclusions:

1. Abuse, misuse, modification, or mishandling of equipment; or damage due to causes beyond PerkinElmer's control, including, without limitation, acts of God, flooding, power surges or failure, defective electrical work, environmental influences, deinstallation, reinstallation, unsupported computers or software, operator error, corrosive customer samples, non-contracted applications support, transportation, equipment or attachments supplied by other vendors, reagents, or communication lines.
2. 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.

Contractors Initials:

Date:

JL
1/5/05/12

AGENCY CONTACTS AND REMITS

1. Invoices for the NPHL will be directed to:

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

2. Invoices for the NH Department of Safety will be directed to:

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

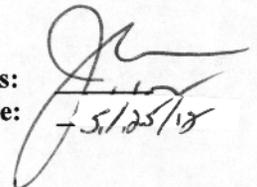
3. Invoices for the NHDES will be directed to:

Becky Towle
Accounting Office
NH Department of Environmental Services
29 Hazen Drive
Concord, NH 03302-0095

4. NH State Agencies reserve the right to add or remove equipment to this contract within the contract period, with the related supplies available at the discounted rate

Contractors Initials:

Date:


5/25/18

**PRICING FOR SCOPE OF SERVICE
PERKIN ELMER LABORATORY SERVICE AND REPAIR CONTRACT
CONTRACT VALUE NOT TO EXCEED \$454,660.32**

		Public Health Laboratories (PHL)						
ITEM	# PM	SFY2013	SFY2014	SFY2015	SFY2016	SFY2017		
A. LC ICP MS (Elite)								
Series200Peltieroven S/N OVIO20415752	0	\$469.68	\$469.68	\$493.08	\$517.68	\$543.48		
ELANDRCII S/N Q0480204 (291N2052106)	1	\$19,992.00	\$19,992.00	\$20,991.60	\$22,041.12	\$23,143.08		
MassSoftware S/N Q0480204	0	\$756.00	\$756.00	\$793.80	\$833.40	\$875.04		
LC - Series 200LC pump S/N 291N2052104	1	\$1,596.00	\$1,596.00	\$1,675.80	\$1,759.56	\$1,847.52		
LC - Series 200 Autosampler S/N 293N2051308	1	\$1,242.00	\$1,242.00	\$1,461.60	\$1,505.40	\$1,580.64		
CETEC ASX - 520 040579A520	1	\$1,428.00	\$1,428.00	\$1,499.40	\$1,574.28	\$1,652.88		
B. Victor2 w/TRF Shaker Robotic S/N 4202366								
Columbus Strip Washer S/N 6640060	0	\$1,557.36	\$1,557.36	\$1,635.12	\$1,716.84	\$1,802.64		
Shaker4Plate S/N 100105297	0	\$148.32	\$148.32	\$155.64	\$163.32	\$171.48		
Delta Plate Washer (KC9D306603)	0	\$642.72	\$642.72	\$674.76	\$708.48	\$743.88		
C. ICP MS (Georgette)								
CETEC ASX - 520 020672A520	1	\$1,344.00	\$1,344.00	\$1,411.20	\$1,481.76	\$1,555.80		
ELANDRCII S/N A10101380603	1	\$20,592.00	\$20,592.00	\$21,621.60	\$22,702.68	\$23,837.76		
MassSoftware S/N A10101380603	0	\$756.00	\$756.00	\$793.80	\$833.40	\$875.04		
Polyscience Recirculator G54685 S/N 107500279	1	\$384.00	\$384.00	\$403.20	\$423.36	\$444.48		
D. TRI-Carb 2800TR Liquid Scintillation Counter S/N DG12073344								
	1	\$2,760.00	\$2,760.00	\$2,898.00	\$3,042.84	\$3,194.88		
PHL GRAND TOTAL		\$59,392.08	\$59,392.08	\$62,518.80	\$65,614.80	\$68,894.76		
		PHL CONTRACT TOTAL					\$315,812.52	
Department of Safety (DOS)								
E. Autosystem XL S/N 610N1062105								
	0	\$2,832.00	\$2,832.00	\$2,973.60	\$3,122.28	\$3,278.28		
F. Turbomatix 110 S/N M41L0309291								
	0	\$3,132.00	\$3,132.00	\$3,288.60	\$3,453.00	\$3,625.56		
G. Turbomatix 110 S/N HS40L0611241								
	0	\$3,132.00	\$3,132.00	\$3,288.60	\$3,453.00	\$3,625.56		
H. Clarus 500 GC S/N 650N6120807								
	0	\$2,760.00	\$2,760.00	\$2,898.00	\$3,042.84	\$3,194.88		
DOS GRAND TOTAL		\$11,856.00	\$11,856.00	\$12,448.80	\$13,071.12	\$13,724.28		
		DOS CONTRACT TOTAL					\$62,956.20	

CONTRACTOR INITIALS

DATE

[Signature]
5/15/12

**FIRST AMENDMENT TO THE CONTRACT
BY AND BETWEEN PERKIN ELMER HEALTH SCIENCES INC AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR THE SERVICE OF PERKIN ELMER HEALTH SCIENCES INSTRUMENTS & EQUIPMENT & REPAIR**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 10th day of January, 2012³ is by and between the State of New Hampshire, Department of Administrative Services, (hereinafter referred to as "the State") and Perkin Elmer Health Sciences Inc. (hereinafter referred to as "the Contractor") for the service and repair of Perkin Elmer Health Sciences Inc instruments and equipment.

WHEREAS, pursuant to an agreement (hereinafter referred to as "the Agreement") effective July 1, 2012 and set to expire June 30, 2017, the Contractor agreed to service and repair all Perkin Elmer Health Sciences Inc instruments and equipment for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties and only after approval of such amendment;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amend the contract by appending the attached Exhibits D-J:
 - Exhibit D – Certification Regarding Drug-Free Workplace Requirements
 - Exhibit E – Certification Regarding Lobbying
 - Exhibit F – Certification Debarment, Suspension, and Other Responsibility Matters
 - Exhibit G – Certification Regarding the Americans With Disabilities Act Compliance
 - Exhibit H – Certification Regarding Environmental Tobacco Smoke
 - Exhibit I – health Insurance Portability & Accountability Act Business Associate Agreement
 - Exhibit J - Certification regarding the federal funding accountability and transparency act (FFATA) compliance.
2. All other provisions of the Agreement, which became effective on July 1, 2012, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereto set their hands as of the date and year first written above.

PERKIN ELMER HEALTH SCIENCES, INC. STATE OF NEW HAMPSHIRE,
INC. DEPARTMENT OF
ADMINISTRATIVE SERVICES:

By: *Judith Albrecht*
Title: Assistant Secretary
State of: Connecticut
County of: Fairfield

Proposed by: *Melanie Carraher*
Melanie Carraher,
Purchasing Agent Bureau of
Purchase & Property
Date Proposed: 1/11/13

On the 10th day of
January, 2013, there
appeared before me, in the state and county
foresaid a person who satisfactorily
identified him/herself as

Recommended By: *Robert Stowell*
Robert Stowell,
Administrator, Bureau of
Purchase & Property
Date Recommended: 1/14/13

Judith Albrecht, and
acknowledged that he/she executed this
document indicated above.

Endorsed by: *Michael Connor*
Michael Connor, Director,
Plant & Property Mgt. 1/15/13

In witness thereof, I hereto set my hand and
official seal.

Anna Boyle
Notary Public/Justice of the Peace
Anna Boyle
My commission expires: March 31, 2017

Approved By: *Linda M. Hodgdon*
Linda M. Hodgdon
Commissioner, Department
of Administrative Services
Date Approved: 1/15/13

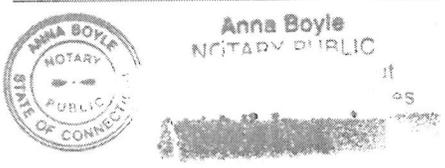


Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS US DEPARTMENT OF EDUCATION – CONTRACTORS US DEPARTMENT OF AGRICULTURE – CONTRACTORS

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

PerkinElmer Health Sciences, Inc. From: 7/1/12 To: 6/30/17
Contractor Name **Period Covered by this Certification**

Judith Albrecht, Assistant Secretary
Name and Title of Authorized Contractor Representative

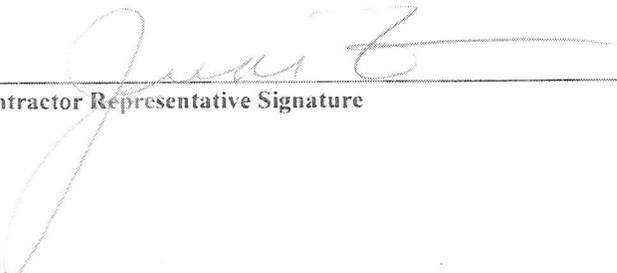
 1/10/13
Contractor Representative Signature **Date**

Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

Contract Period: 7/1/12 – 6/30/17

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

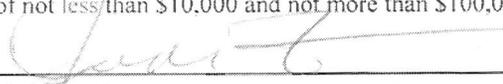
	Assistant Secretary
_____ Contractor Signature	_____ Contractor's Representative Title
PerkinElmer Health Sciences, Inc.	
_____ Contractor Name	<u>1/10/13</u> _____ Date

Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

Instructions for Certification

1. By signing and submitting this contract, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this contract is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this contract that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
 - d. have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

Lower Tier Covered Transactions

By signing and submitting this lower tier contract, the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this contract.

The prospective lower tier participant further agrees by submitting this contract that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

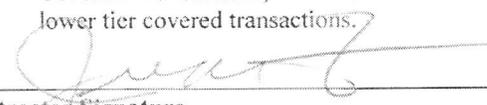
 <hr/> Contractor Signature PerkinElmer Health Sciences, Inc.	Assistant Secretary <hr/> Contractor's Representative Title 1/10/13 <hr/> Date
<hr/> Contractor Name	

Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

	Assistant Secretary
_____ Contractor Signature	_____ Contractor's Representative Title
PerkinElmer Health Sciences, Inc.	1/10/13
_____ Contractor Name	_____ Date

Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

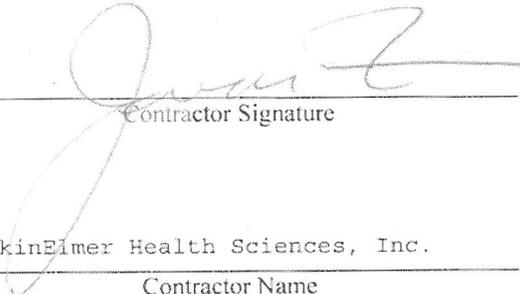
 _____ Contractor Signature	Assistant Secretary _____ Contractor's Representative Title
PerkinElmer Health Sciences, Inc. _____ Contractor Name	1/10/13 _____ Date

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

Exhibit I- Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contract.

Exhibit J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.



(Contractor Representative Signature)

Judith Albrecht, Assistant Secretary
(Authorized Contractor Representative Name & Title)

PerkinElmer Health Sciences, Inc.
(Contractor Name)

4/10/13

(Date)

Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 132010856

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

NO

YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO

YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: Amount:

Name: Amount:

Name: Amount:

Name: Amount:

Name: Amount: