

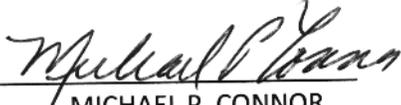
State of New Hampshire
Bureau of Purchase and Property
Approval Signature Page

CONTRACT: MICROSCOPE SERVICE & REPAIR
CONTRACT #: 800XXX 8001621
VENDOR: Precise Instrument
VENDOR #: 226462

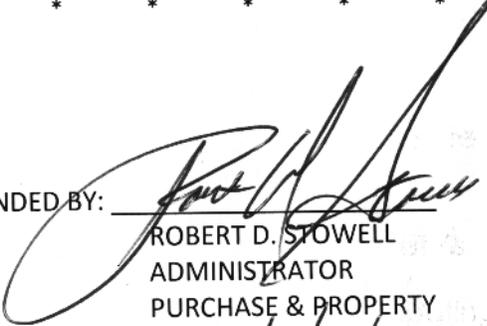
* * * * *

PROPOSED BY: 
KATIE E. DALEY
PURCHASING AGENT
PURCHASE & PROPERTY

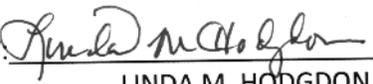
DATE PROPOSED: Aug 12, 2014

ENDORSED BY: 
MICHAEL P. CONNOR
DEPUTY COMMISSIONER
DEPT. OF ADMIN. SERVICES

DATE ENDORSED: 9/11/14

RECOMMENDED BY: 
ROBERT D. STOWELL
ADMINISTRATOR
PURCHASE & PROPERTY

DATE RECOMMENDED: 9/9/14

APPROVED BY: 
LINDA M. HODGDON
COMMISSIONER
DEPT. OF ADMIN. SERVICES

DATE APPROVED: 9/11/14

NOTES: Per Bid 1634-14. No records were found under SAM.

Subject: _____

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 Precise Instrument Company		1.4 Contractor Address 55 Barbara Road Hanson, MA 02341	
1.5 Contractor Phone Number 781-826-7642	1.6 Account Number NA	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$8,760.00
1.9 Contracting Officer for State Agency Katie Daley, Purchasing Agent		1.10 State Agency Telephone Number 603-271-3135	
1.11 Contractor Signature <i>Stephen Mendonza</i>		1.12 Name and Title of Contractor Signatory STEPHEN MENDONZA - OWNER	
1.13 Acknowledgement: State of MASSACHUSETTS , County of Plymouth On 18 July 2014 , 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>Chal Mackinnon</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace CHARLES R. MACKINNON, Notary Public			
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.

Contractor Initials SM
Date 7/18/14

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

PURPOSE

Precise Instrument Company (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire, Department of Administrative Services, with Microscope Service and Repair for Department of Administrative Services in accordance with NH State Proposal Bid #1634-14 and described herein.

TERM

This contract will be from the date approved by the Bureau of Purchase and Property Commissioner of Administrative Services and terminating on June 30, 2017. This agreement may be extended for additional periods under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the with the approval of the Commissioner of the Department of Administrative Services, but not to exceed five years.

The State of New Hampshire shall have the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

SCOPE OF WORK

This contract is to provide all labor, tools, transportation, materials, equipment and permits as necessary to provide the required level of services as described herein. The scope of work includes the following, at the locations and other agencies/locations as needed for the entire State of New Hampshire.

1. Provide a thorough on site cleaning of stand, attachments and controls. All exterior microscope surfaces, Eyepieces, mounts, objectives and supplementary lenses will be cleaned and disinfected with alcohol using 100% cotton, lint free cloth
2. Clean, lubricate and adjust mechanical components where required to reach specifications (coarse and fine focus adjustment and binocular tube will be entered only when malfunctioning) Clean and polish all optical components from light source through ocular lens.
3. Centration and/or collimation of all systems on reassembly
4. Contact each agency and schedule the service of the microscopes
5. Perform the services during the normal business hours for each agency
6. Affix a label to each microscope showing the name of their company and the date serviced
7. Repair of replacement parts, see NOC
8. Labor for the installation of repair or replacement parts, see NOC
9. Successful bidder must warranty all repair or replacement parts and the labor to install these parts for a period of not less than the part manufacturer's standard warranty period.
10. All services performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M unless other arrangements are made in advance with the State. Any deviation in work hours

shall be pre-approved by the Contract(s)ing Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

11. The State agencies shall requires (3) Three-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.
12. The Contractor agrees that any damage or injury to buildings, materials, equipment or to other property during the performance of this service will be repaired at their own expense.
13. 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.
14. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contract(s)ing Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work deemed to be contrary to the public interest or inconsistent with the best interest of security.
15. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
16. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
17. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
18. 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.
19. The Contractor's personnel shall be allowed only in areas where work is being performed. The use of State telephones is prohibited.
20. If **sub-contractors** are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing.

Damage

- A. The Contractor will agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work.
- B. The Contractor will agree that any damage to the building(s), materials, equipment or other property during the performance of the service will be repaired at their expense.

Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transactions

The Contractor certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

EXHIBIT B

CONTRACT PRICE

The Contractor hereby agrees to provide Microscope services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed price of \$8,760.00; this figure shall not be considered a guaranteed or minimum figure, however it shall be considered a maximum figure from the effective date of through the expiration date set as June 30, 2017.

Terminology:

The "Prices for FY' 2015" is defined as the time period from 7/1/2014 through 6/30/2015 (1st 12 months)

The "Prices for FY' 2016" is defined as the time period from 7/1/2015 through 6/30/2016 (months 13 – 24)

The "Prices for FY' 2017" is defined as the time period from 7/1/2016 through 6/30/2017 (months 25 – 36)

PRICE LIST

Make	Model/Serial #	Type	Costs for FY2015	Costs for FY2016	Costs for FY2017
DEPARTMENT OF HEALTH AND HUMAN SERVICES					
AO Microst	SN 202152	Binocular Light	\$50.00	\$50.00	\$50.00
B&L	S24	Stereoscope	\$40.00	\$40.00	\$40.00
Leica	2000	Stereoscopic	\$40.00	\$40.00	\$40.00
Leica	2000	Stereoscope	\$40.00	\$40.00	\$40.00
Nikon	E400	Fluorescent	\$70.00	\$70.00	\$70.00
Nikon	E400	Fluorescent	\$70.00	\$70.00	\$70.00
Nikon	E400	Binocular Light	\$50.00	\$50.00	\$50.00
Nikon	E400	Binocular Light	\$50.00	\$50.00	\$50.00
Nikon	E400	Fluorescent	\$70.00	\$70.00	\$70.00
Nikon	E400	Fluorescent	\$70.00	\$70.00	\$70.00
Nikon	E400	Phase Contrast	\$50.00	\$50.00	\$50.00
Nikon	Lab 2	Fluorescent	\$70.00	\$70.00	\$70.00
Nikon	Lab 2	Fluorescent	\$70.00	\$70.00	\$70.00
Nikon	Lab 2	Fluorescent	\$70.00	\$70.00	\$70.00
Nikon	TS 100	Inverted	\$65.00	\$65.00	\$65.00
Olympus	BH2	Binocular Light	\$50.00	\$50.00	\$50.00
Olympus	BH2	Binocular Light	\$50.00	\$50.00	\$50.00
Olympus	BH2	Binocular Light	\$50.00	\$50.00	\$50.00
Olympus	BH2	Binocular Light	\$50.00	\$50.00	\$50.00

Olympus	BX45	Binocular Light	\$55.00	\$55.00	\$55.00
Olympus	VMZ	Stereoscopic	\$40.00	\$40.00	\$40.00
Reichert	MSIV	Binocular Light	\$50.00	\$50.00	\$50.00
Swift	Phasemaster	Phase	\$50.00	\$50.00	\$50.00
Vista	Vision	Binocular Light	\$55.00	\$55.00	\$55.00
Vista	Vision	Binocular Light	\$55.00	\$55.00	\$55.00
Vista	Vision	Binocular Light	\$55.00	\$55.00	\$55.00
Vista	Vision	Binocular Light	\$55.00	\$55.00	\$55.00
Vista	Vision	Binocular Light	\$55.00	\$55.00	\$55.00
Vista	Vision	Binocular Light	\$55.00	\$55.00	\$55.00
Zeiss	Axiostar	Binocular Light	\$60.00	\$60.00	\$60.00
Zeiss	IM	Inverted	\$70.00	\$70.00	\$70.00
Nikon	Eclipse 50i		\$65.00	\$65.00	\$65.00
Nikon	Lab 2		\$60.00	\$60.00	\$60.00
Lieca	DM 1000	Compound	\$50.00	\$50.00	\$50.00
Olympus	BH-2 for Asbestos	Polarizing	\$50.00	\$50.00	\$50.00
Olympus	SZX-7	Stereo, Dissecting	\$50.00	\$50.00	\$50.00
Olympus	SZ51	Stereo, Dissecting	\$40.00	\$40.00	\$40.00
Olympus	SZ51	Stereo, Dissecting	\$40.00	\$40.00	\$40.00
		TOTAL			\$ 6,255.00

DEPARTMENT OF ENVIRONMENTAL SERVICES

Olympus	BX41	Compound Light	\$50.00	\$50.00	\$50.00
Zeiss	IM35	Inverted	\$70.00	\$70.00	\$70.00
		TOTAL			\$ 360.00

Make	Model/Serial #	Type	Costs for FY2015	Costs for FY2016	Costs for FY2017
-------------	-----------------------	-------------	-------------------------	-------------------------	-------------------------

DEPARTMENT OF SAFETY

Leica	DMC Comparison	macroscope	\$175.00	\$175.00	\$175.00
A/O	K-1453	macroscope	\$175.00	\$175.00	\$175.00
Leitz	Comparison	macroscope	\$175.00	\$175.00	\$175.00
Bausch & Lomb	7-30X - 277	stereomicroscope	\$40.00	\$40.00	\$40.00

Contractor Initials SM
Date 7/18/14

Leica	CFM2 - ECO2014801	microscope	\$40.00	\$40.00	\$40.00
Leica	DMLS - 219188	compound microscope	\$50.00	\$50.00	\$50.00
Olympus	BH-2 - 215445	polarized light compound microscope	\$60.00	\$60.00	\$60.00
		TOTAL			\$ 2,145.00

INVOICE

Itemized invoices shall be submitted after the completion of job/services and shall include: a brief description of the work done along with the location of work, to the individual agency.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the state satisfaction.

SERVICE LOCATIONS AND REMIT ADDRESS:

The following are the current State of New Hampshire laboratory locations that, if you are awarded a contract, you are expected to service.

CONTRACTING OFFICER / AGENCY REMIT

Dave Neils
Dept of Environmental Services – Limnology Center
 29 Hazen Drive
 Concord NH 03301
 603/271-8865

CONTRACTING OFFICER / AGENCY REMIT

Mary Holliday
Dept of Health & Human Services – Public Health Labs
 29 Hazen Drive
 Concord NH 03301-6504
 603/271-4450

CONTRACTING OFFICER / AGENCY REMIT

Tim Pifer
Department of Safety – Forensics Lab
 33 Hazen Drive
 Concord, NH 03305
 603/271 - 3573

INVENTORY/LABORATORY CHANGES:

The State of New Hampshire reserves the right to add locations and their equipment as needed at prices to be negotiated between the successful bidder and the Bureau of Purchase and Property.

- The State of New Hampshire reserves the right to substitute like models for service at the contract price should inventory of microscopes change.
- The State of New Hampshire reserves the right to amend this agreement by adding new microscopes should additional units be purchased at a price to be negotiated between the successful bidder and the Bureau of Purchase and Property.

Contractor Initials JM
 Date 7/18/14

- The State of New Hampshire also reserves the right to delete any equipment determined by the State to be unserviceable.
- The State of New Hampshire reserves the right to amend this agreement by adding new microscopes should additional units is purchased, or to delete microscopes should they become unserviceable or no longer needed.

Contractor Initials SM
Date 7/18/14

EXHIBIT C

SPECIAL PROVISIONS

There are no other special provisions of this contract.