



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4661 1-800-852-3345 Ext. 4661
Fax: 603-271-4760 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

February 24, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

SOLE SOURCE
85.45% Federal funds
14.55% General funds

REQUESTED ACTION

Authorize the Department of Health and Human Services, to exercise a **sole source** contract renew and amend option with Biotage, LLC Purchase Order # 1014968 (Vendor # 210654/R001), 10430 Harris Oaks Blvd, Suite C Charlotte, NC 28269, by increasing the Price Limitation by \$51,471 from \$50,975 to \$102,446 to provide repair and service, and extend the completion date from March 30, 2014 to March 30, 2017, effective April 1, 2014 or the date of Governor and Council approval, whichever is later. This agreement was originally approved by Governor and Council on March 30, 2011, Item #70.

Funds are available in the following accounts for SFY 2014 and SFY 2015, and are anticipated to be available in SFY 2016 and SFY 2017 upon availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902510-5171 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE, EMERGENCY PREPAREDNESS

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2011	102-500731	Contracts for Program Svc	90077356	\$21,575	\$0	\$21,575
SFY 2012	102-500731	Contracts for Program Svc	90077356	\$14,700	\$0	\$14,700
SFY 2013	102-500731	Contracts for Program Svc	90077356	\$14,700	\$0	\$14,700
			Sub-Total	\$50,975		\$50,975
SFY 2014	102-500731	Contracts for Program Svc	90077024	0	\$17,157	\$17,157

2/13
SSM

MJ7
33

SFY 2015	102-500731	Contracts for Program Svc	90077024	0	\$17,157	\$17,157
SFY 2016	102-500731	Contracts for Program Svc	90077024	0	\$17,157	\$17,157
			Sub-Total			\$51,471
			Total	\$0	\$0	\$102,446

EXPLANATION

This is a **sole source** renewal because services on this system require a Biotage trained and authorized field service engineer, and replacement parts are proprietary to Biotage, LLC. This amendment provides critical maintenance and repair for the Public Health Laboratories, Rapid Trace System.

Funds in this amendment will be used to provide additional repair and maintenance service to the Rapid Trace System and accompanying ten (10) Solid Phase Robotic Extraction Modules. This system is for the extraction of minute quantities of toxic chemicals from body fluids and used by the chemical terrorism program in preparation of analysis of biological samples in the event of weapons of mass destruction. Without the function of this system, the Public Health Laboratories would not be able to recover, identify, or quantify toxic chemicals that could show up in a human body during a chemical terrorism event.

Should Governor and Executive Council not authorize this Request, the lack of maintenance and repair may cause the Rapid Trace System to malfunction, leaving the Public Health Laboratories unable to carryout analysis during a chemical terrorism event and protect the health of New Hampshire citizen's and visitors.

As referenced in the original letter approved by Governor and Council on March 30, 2011, item #70, this sole source Agreement has the option to renew for three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option. These services were contracted previously with this vendor in SFY 2011, SFY 2012, and SFY 2013 in the amount of \$50,975.

The following performance measures will be used to measure the effectiveness of the contract. The vendor will provide:

- One (1) mandatory on-site visit each twelve-month period to perform preventative maintenance.
- Unlimited emergency on-site visits for repair calls, with response time typically within 72 hours.
- Unlimited technical support by telephone and/or mail.

Area served: Statewide.

Source of Funds is 85.45% Federal Funds from Centers for Disease Control and Prevention and 14.55% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by



Nicholas A. Toumpas
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Biotage, LLC Sole Source Contract**

This 1st Amendment to the Biotage, LLC sole source contract (hereinafter referred to as "Amendment One") dated this 10 day of February, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Biotage, LLC (hereinafter referred to as "the Contractor"), a corporation with a place of business at 10430 Harris Oaks Blvd., Suite C, Charlotte, NC 28269.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 30, 2011, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C, section 6, the State may renew the contract for up to three (3) additional years by written agreement of the parties;

WHEREAS, the Department desires to provide additional repair and service for the Rapid Trace System and accompanying ten (10) Solid Phase Robotic Extraction Modules that is used for the chemical terrorism program in preparation of analysis of biological samples in the event of weapons of mass destruction.

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

To amend as follows:

- Form P-37, Block 1.7 to read:
March 30, 2017
- Form P-37, Block 1.8 to read:
\$102,446
- Exhibit A, Scope of Services, to add:
Exhibit A – Amendment #1
- Exhibit A – 1, Completion Date, to add :
Exhibit A – 1 - Amendment #1
- Exhibit B, Purchase of Services Contract Price, to add :
Exhibit B - Amendment #1



- Exhibit C, Special Provisions, to remove:
Section 5, Insurance, and add:
Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability against all claims of bodily Injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence, AS INDICATED ON THE ATTACHED ACORD FORM, WITH ADDITIONAL GENERAL LIABILITY COVERAGE IN AN AMOUNT REFLECTING THE EQUIVALENT OF \$1,000,000, AS INDICATED ON THE ATTACHEMED GLOBAL CERTIFICATE OF INSURANCE.

This amendment, Amendment 1, is effective on the date of Governor and Executive Council approval or March 30, 2014, whichever is later.



IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

2/26/14
Date

[Signature]
Brook Dupee
Bureau Chief

Biotage, LLC

2/10/2014
Date

[Signature]
Scott Carr
President

Acknowledgement:

State of North Carolina, County of Mecklenburg on February 10, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace



CARRIE A. WHITTINGTON
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires Feb. 17, 2015



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3-7-14
Date

Rosemary Wiant
Name: *Rosemary Wiant*
Title: *Assistant Attorney General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A – Amendment #1

Scope of Services

The Contractor shall:

Provide Repair and Service for the Rapid Trace System and accompanying ten (10) Solid Phase Robotic Extraction Modules, in accordance to the following:

I. The Contractor Shall provide Repair and Service for the following System:

a) Rapid Trace System Coverage

- i. The Contractor shall furnish all service parts, labor and travel to the New Hampshire Public Health Laboratories (PHL) necessary to properly repair and service the ten (10) modules at no cost.
- ii. Normal consumable parts including but not limited to such items as columns, glassware, and TurboVap temperature sensors are billable and not covered as a service part in this agreement.
- iii. The Contractor shall supply all accessories purchased for each system (unless specifically noted otherwise) at no cost, A list of specific equipment covered under this repair and service agreement is in the table below:

Part No.	Description	Qty
SER-RT-SAP	Rapid Trace	
	Serial No.	15
	RT0224N6642	
	RT0224N6639	
	RT0224N6643	
	RT0224N6644	
	RT0224N6645	
SER-RT-SAP	Rapid Trace	15
	RT0429N7147	
	RT0429N7149	
	RT0429N7150	
	RT0429N7151	
	RT0429N7152	

b) Response Time

- i. The Contractor shall respond to a service request within 72 hours of the request. If less response time is needed due to national security or related emergencies on site response will be within 48 hours.



Exhibit A – Amendment #1

- ii. The Contractor shall provide parts to the PHL for installation if this is a reasonable remedy, repair the system on site, or ship components back to the factory for repair.
 - iii. The Contractor shall provide a good faith estimate of parts required that are not covered under this agreement described in section 1, and 1.4., and will respond onsite within 24 hours or sooner. Verbal approval may be accepted to complete the repair but a Purchase Order or credit authorization for non-covered items is required within 5 days of the repair.
- c) **Replacement Parts**
- i. Replacement parts will be sent to the PHL, if a repair can be accomplished without the presence of a service engineer.
 - ii. The Contractor's service engineer will supply all parts required for each visit, to ensure quality of each repair at no charge.
- d) **Preventative Maintenance**
- i. The Contractor will provide a total of three (3) mandatory Preventative Maintenance (PM) visits, one (1) per contract year, to be scheduled by the PHL, at least 3 weeks in advance.
 - ii. Provide a Full Service Preventative Maintenance (PM) service within the Contractor's system specifications.
- e) **Technical Support Functions**
- i. The Contractor shall provide unlimited toll-free phone and electronic mail consultations during PHL' normal business hours (Monday – Friday, 8:00 AM to 4:30 PM EST). at 1-800-446-4752 or 704-654-4900.
- f) **Software**
- i. The Contractor shall provide patches for bug fixes for the existing software version to the PHL.
 - ii. The Contractor shall provide unlimited software phone consultations, for the Contractor's software products, throughout the term of this contract.



Exhibit A – Amendment #1

- iii. The Contractor has no obligation to new software versions that add additional system capability.
- iv. The Contractor has no obligation to third party software upgrades.

II. Performance Measures

- a) One (1) mandatory on-site visit each twelve-month period to perform preventative maintenance.
- b) Unlimited emergency on-site visits for repair calls, with response time typically with 72 hours.
- c) Unlimited technical support by telephone and/or email.



Exhibit A – 1 Amendment #1

Completion Date

CONTRACT PERIOD: From March 30, 2011 through March 30, 2017.

CONTRACTOR NAME: Biotage, LLC

ADDRESS: 10430 Harris Oaks Blvd
Charlotte, NC 28269

CONTACT: Cheryl Porter

TELEPHONE: 1 704 654 4835

EMAIL: cheryl.porter@biotage.com

VENDER #: 210654/R001

Form P37: Section 1.7 Completion Date:

The completion date is March 30, 2017.



Exhibit B – Amendment #1

Purchase of Services
Contract Price

1. The contract price shall increase by \$51,471. The contract shall total \$102,446 for the contract term.
2. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

Months of coverage	01 - 12	13 - 24	25 - 36	37 - 48	49 - 60	61 - 72	
Payment Per State Fiscal Year (SFY)	SFY 2011 \$21,575	SFY 2012 \$14,700	SFY 2012 \$14,700	SFY 2014 \$17,157	SFY 2015 \$17,157	SFY 201 \$17,157	Total \$102,446

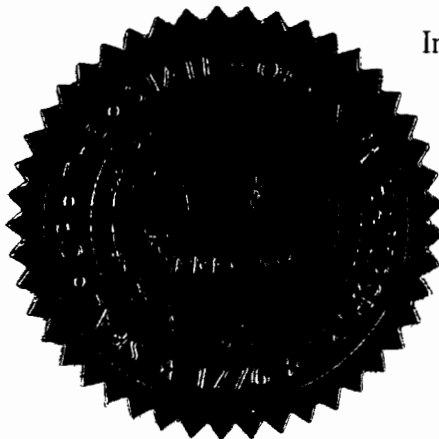
3. Funding in the amount of \$51,471 is available from 05-95-90-902510-5171-102-500731, 85.45% Federal Funds from the Center of Disease Control and Prevention (CDC), Public Health Emergency Preparedness, CFDA #93.069.
4. The cost of this agreement is based on fees for three additional 12-month periods of coverage. Payment for each 12-month period will be paid at the beginning of the period.
 - a. The first invoice in the amount of \$17,157.00 shall be submitted by the contractor for payment of the fourth 12-month period, within thirty (30) days of approval of the contract by Governor and Council (G&C) or March 31, 2014, whichever is later.
 - b. The second invoice, in the amount of \$17,157.00, shall be submitted by the contractor for payment of the fifth 12-month period, eleven (11) months from the date of the first invoice.
 - c. The third and final invoice, in the amount of \$17,157.00, shall be submitted by the contractor for payment of the sixth 12-month period, eleven (11) months from the date of the second invoice.
5. Invoices shall be submitted, on Contractor Letterhead, to the individual noted below:

NH Public Health Laboratories
Attn: Mary Holliday
29 Hazen Drive
Concord, NH 03301

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 Biotage, LLC, a(n) Delaware limited liability company registered to do business in New Hampshire on September 13, 2010. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of February, A.D. 2014

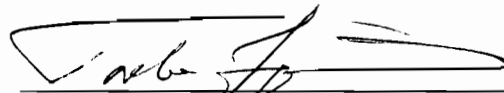
A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

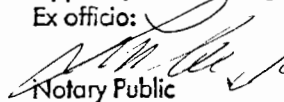
1. I am the duly elected Chairman of the Board of Directors of Biotage, LLC
2. I hereby confirm that Scott Carr is an officer of Biotage, LLC and is authorized on behalf of the company to enter into contracts and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate. Scott Carr is duly appointed President of the company and as such has the authority to enter into contracts and agreements binding the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of Biotage, LLC this ^{18th} ~~11~~ day of February, 2014.



Torben Jörgensen
Chairman of the Board of Directors

It is hereby certified that *Torben Jörgensen*
has/have personally signed this document.
Uppsala, Sweden, *February 18, 2014*
Ex officio:


Notary Public

Fee: S

Lars la Fleur





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/23/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The McCart Group 2405 Satellite Blvd #200 Duluth GA 30096-5808	CONTACT NAME: Brittany Marin PHONE (A/C No. Ext): (770) 232-0202 FAX (A/C No): (770) 232-9202 E-MAIL ADDRESS: Brittany.Marin@mccart.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Biotage, LLC 10430 Harris Oaks Blvd Ste C Charlotte NC 28269	INSURER A: The Ins Co of the State of Pen 19429	
	INSURER B: Commerce and Industry Insuranc 19410	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 13-14 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GL 305-97-72	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$								
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA 6407790	10/31/2013	10/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000								
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 038330430	10/31/2013	10/31/2014	<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
WC STATU-TORY LIMITS	OTH-ER														
E.L. EACH ACCIDENT	\$ 1,000,000														
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000														
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000														

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

CERTIFICATE HOLDER State of NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Brittany Marin/TAMLEE
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CERTIFICATE OF INSURANCE

Policy holder: Biotage AB

Policy number: 103-7937

Co insured: State of NH
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Additional insured: Biotage LLC

Company affording coverage: AIG Europe Limited
Västra Järnvägsgatan 7, 8.tr.
Box 3506
103 69 Stockholm

Type of insurance: General Liability Insurance
(See separate Acord certificate, section A)

Policy period: 2013-11-01 – 2014-11-01



Geographical scope: Worldwide
As per policy letter

Limits: As per policy letter

Policy form: Terms as per policy letter

Note: This certificate is subject to the insurance agreements, exclusions, conditions and declarations contained in the named policy. This certificate confers no rights upon the Certificate Holder and is issued with the understanding that the rights and liabilities of the parties will be exclusively governed by the original policy or policies including endorsements lawfully amended.

Stockholm 2014-02-06
AIG Europe Limited


Nida Matta

Västra Järnvägsgatan 7
Box 3506
SE-103 69 STOCKHOLM
SWEDEN



For Information Purposes Only
CERTIFICATE OF INSURANCE

Policy holder: Biotage AB

Policy number: 103-7937

Co insured: State of NH
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Company affording coverage: AIG Europe Limited
Västra Järnvägsgatan 7, 8.tr.
Box 3506
103 69 Stockholm

Type of insurance: General Liability Insurance

Policy period: 2013-11-01 – 2014-11-01

Limit: 50 000 000 SEK



Geographical scope: Worldwide
As per policy letter

Limits: As per policy letter

Policy form: Terms as per policy letter

Note: This certificate is subject to the insurance agreements, exclusions, conditions and declarations contained in the named policy. This certificate confers no rights upon the Certificate Holder and is issued with the understanding that the rights and liabilities of the parties will be exclusively governed by the original policy or policies including endorsements lawfully amended.

Stockholm 2014-01-23
AIG Europe Limited


Nida Matta

Västra Järnvägsgatan 7
Box 3506
SE-103 69 STOCKHOLM
SWEDEN

DAS AM 9:32 MAR08'11



Nicholas A. Toumpas
Commlssioner

José Thler Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN
SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4661 1-800-852-3345 Ext. 4661
Fax: 603-271-4783 TDD Access: 1-800-735-2964



January 21, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

Approved F/C _____
Date _____
Approved G&C Item # 70
Date 3/30/11
Not Approved _____

REQUESTED ACTION

Authorize the Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), Bureau of Laboratory Services (BLS), Public Health Laboratories (PHL), to enter into a sole source agreement with Biotage, LLC (Vendor #210654/R001), 10430 Harris Oaks Blvd., Suite C, Charlotte, NC 28269, to provide repair and service for the Rapid Trace System, to be effective for thirty six (36) months from the date of Governor and Council approval, in an amount not to exceed \$50,975.00. This Agreement contains the option to extend the Agreement for three (3) additional years contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. Funds are available in the following account for SFY 2011, and are anticipated to be available in SFY 2012 and SFY 2013 depending upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts if needed and justified, between State Fiscal Years.

05-95-90-902510-9055 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF DISEASE CONTROL, EMERGENCY PREPAREDNESS CARRY FORWARD

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2011	102-500731	Contracts for Prog Svc	90077356	\$21,575.00
SFY 2012	102-500731	Contracts for Prog Svc	90077356	\$14,700.00
SFY 2013	102-500731	Contracts for Prog Svc	90077356	\$14,700.00
			TOTAL	\$50,975.00

EXPLANATION

This agreement is requested as sole source as the Rapid Trace System is manufactured, sold and serviced exclusively by Biotage, LLC. Parts for this system are available only through the manufacturer. Maintenance and repair of the system can and must only be performed by a trained and authorized Biotage field service engineer.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
January 21, 2011
Page 2 of 2

Funds in this agreement will be used to repair and service the Rapid Trace System, which includes ten (10) Solid Phase Robotic Extraction Modules. This system is for the extraction of minute quantities of toxic chemicals from bodily fluids. Without the function of this system, the PHL would not be able to recover, identify, or quantify toxic chemicals that could show up in a human body during a chemical terrorism event. It is essential that this system be properly functioning and well maintained at all times in order to respond to a chemical terrorism event and to protect the public's health.

The Toxicology Section of the PHL purchased this system in 2002 with a one (1) year warranty. When the section was transferred to the Department of Safety, Forensic Laboratory, this system was not needed, and remained at the PHL. Since the PHL had no use for this system and the cost of a repair and service contract was too expensive, this system has been out of service. The PHL now has a use for the system and has the funding available. The system will be used for the chemical terrorism program in preparation of analysis of biological samples in the event of weapons of mass destruction.

This is the first service and repair agreement with the vendor outside of the initial purchase.

As referenced in Exhibit C, section 6, this agreement has the option to renew for three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures will be used to measure the effectiveness of the contract. The vendor will provide:

- one (1) on-site preventive maintenance visit per year
- unlimited emergency visits
- unlimited technical support by telephone

The geographic area to be served is statewide.

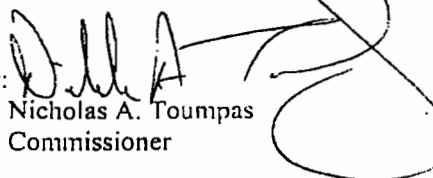
Source of Funds: 100% Federal Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by: 
Nicholas A. Toumpas
Commissioner

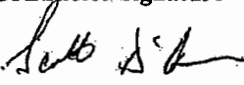
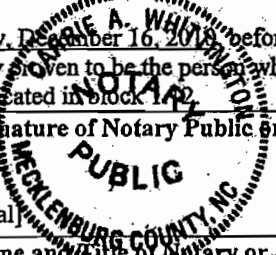


Subject: Major Contract - Repair and Service Agreement for the Rapid Trace System

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Biotage, LLC		1.4 Contractor Address 10430 Harris Oaks Blvd., Suite C Charlotte, NC 28269	
1.5 Contractor Phone Number 704-654-4871	1.6 Account Number 010-090-9055-102-500731	1.7 Completion Date See exhibit A-1	1.8 Price Limitation \$50,975.00
1.9 Contracting Officer for State Agency José Montero, MD		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Scott D'Amour, Sr. Financial Officer	
1.13 Acknowledgement: State of <u>NC</u> , County of <u>Mecklenburg</u> On Thursday, <u>December 16, 2010</u> , 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] 		Carrie A. Whittington My Commission Expires February 17, 2015	
1.13.2 Name and Title of Notary or Justice of the Peace Carrie A. Whittington			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory José Montero, MD, Director Bureau Chief	
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:  Rebecca L. Woodard, AAG On: 2/15/11			
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

Contractor Initials: *SD*
Date: 12/16/10

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.

NH Department of Health and Human Services

Exhibit A

Scope of Services

Repair and Service Agreement for the Rapid Trace System

CONTRACT PERIOD: For thirty-six (36) months from date of approval by Governor and Council

CONTRACTOR NAME: Biotage, LLC

ADDRESS: 10430 Harris Oaks Blvd., Suite C
Charlotte, NC 28269

CONTACT: Maureen Westlund

TELEPHONE: 704-654-4871

FAX: 434-296-8217

EMAIL: Maureen.Westlund@biotage.com

VENDER #: 210654 P/P001

This agreement covers the Rapid Trace System:

The contractor shall provide:

- a. On-site repair services and toll-free telephone support – performed due to an instrument malfunction
 - i. Initial diagnostic services will be available during Biotage, LLC's normal business hours, (Monday through Friday, 8:00 AM to 5:30 PM EST) via telephone.
 - ii. If the problem cannot be resolved over the phone then an on-site visit will be scheduled within 72 hours of the request. If less response time is needed due to national security or related emergencies on site response will be within 48 hours.
 - iii. On-site service calls, as required, will be performed during the normal business hours of the NH Public Health Laboratories (PHL) (Monday through Friday, 8:00 AM to 4:00 PM EST)
 - iv. Labor, parts, travel expenses, and telephone assistance costs are no charge
 - b. Preventive Maintenance (PM) – performed once each contract year at a mutually convenient time
 - i. Field Service Engineer will clean, inspect, lubricate, adjust, repair and/or replace parts deemed necessary and perform all maintenance functions as noted in the owner's manual and recommended by the manufacturer.
 - ii. Field Service Engineer will perform any diagnostic services noted in the owner's manual.
 - iii. Labor, parts, travel expenses, and telephone assistance costs are no charge
 - iv. Preventive maintenance will be performed during PHL normal business hours (Monday – Friday, 8:00 AM to 4:00 PM)
1. A preventive maintenance and diagnostic servicing visit will be required for the Rapid Trace System to assess the system and make it fully operational. This instrument has been out of operation for seven years. The total cost of the pre-inspection visits will not exceed \$4,670 and is delineated in the cost for the first twelve (12) months.
 2. A one time on-site customer training will be done during the pre-inspection visit for the Rapid Trace System. The total cost of the on-site training will not exceed \$2,205.00 and is delineated in the cost for the first twelve (12) months.
 3. Please refer to Exhibit A-1 for the completion date.

NH Department of Health and Human Services

Exhibit A - 1
Completion Date

Repair and Service Agreement for the Rapid Trace System

CONTRACT PERIOD: For thirty-six (36) months from date of approval by Governor and Council

CONTRACTOR NAME: Biotage, LLC

ADDRESS: 10430 Harris Oaks Blvd., Suite C
Charlotte, NC 28269

CONTACT: Maureen Westlund

TELEPHONE: 704-654-4871

FAX: 434-296-8217

EMAIL: Maureen.Westlund@biotage.com

VENDER #: 210654 P/P001

Form P37: Section 1.7 Completion Date:

The completion date is thirty-six (36) months from the date of approval by Governor and Council.

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NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Repair and Service Agreement for the Rapid Trace System

CONTRACT PERIOD: For thirty-six (36) months from date of approval by Governor and Council

CONTRACTOR NAME: Biotage, LLC

ADDRESS: 10430 Harris Oaks Blvd., Suite C
Charlotte, NC 28269

CONTACT: Maureen Westlund

TELEPHONE: 704-654-4871

FAX: 434-296-8217

EMAIL: Maureen.Westlund@biotage.com

VENDER #: 210654 P/P001

APPROPRIATION # 010-090-9055-102-500731		JOB # 90077356		
Rapid Trace Platinum Contract				
				\$44,100.00
System Evaluation/Preventive Maintenance				
				\$4,670.00
On-Site Customer Training				
				\$2,205.00
Months of Coverage				
	01 - 12	13 - 24	25 - 36	
Payment Per State				
Fiscal Year (SFY)	SFY 2011	SFY 2012	SFY 2013	Total
	\$21,575.00	\$14,700.00	\$14,700.00	\$50,975.00

1. The total amount of all payments made to the Contractor in the performance of the contract shall not exceed \$50,975.00. This contract is funded with 100% Federal funds from the Centers for Disease Control and Prevention (CDC), CFDA # 93.069.
2. The cost of the contract is based on a fee for three 12-month periods of coverage. Payment for each 12-month period will be paid at the beginning of the period.
 - a. The first invoice in the amount of \$21,575.00 shall be submitted by the contractor for payment of the first 12-month period, within thirty (30) days of approval of the contract by Governor and Council (G&C). This payment includes the cost of the System Evaluation/Preventive Maintenance and Customer Training. The Evaluation is needed due to the system being off line for an extended period of time.
 - b. The second invoice, in the amount of \$14,700.00, shall be submitted by the contractor for payment of the second 12-month period, eleven (11) months from the date of the first invoice.
 - c. The third and final invoice, in the amount of \$14,700.00, shall be submitted by the contractor for payment of the third 12-month period, eleven (11) months from the date of the second invoice.

3. Invoices shall be submitted, on Contractor letterhead, to the individual noted below:

NH Public Health Laboratories
29 Hazen Drive
Concord, NH 03301

Attn: Marianne L. Isaacs

The remainder of this page is intentionally left blank

Exhibit C
Special Provisions

1. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
2. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
3. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.), was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"
4. **Debarment, Suspension and Other Responsibility Matters:** If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.
5. **Insurance:**

Insurance Requirement - 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, both for the benefits of the State, the following insurance: 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 incident or occurrence

6. **Renewal:**

This Agreement has the option to renew for three (3) additional years, pending availability of funding, the agreement of the parties, and approval by Governor and Council.

NH Department of Health and Human Services

Standard 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. Contractors using this form should send it to:

**Commissioner
NH Department of Health and Human Services,
129 Pleasant Street
Concord, NH 03301**

- 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

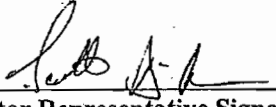
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) 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.

Biotage, LLC. **For thirty six ((36) months from date of approval by NH Governor & Council (G&C)**
Contractor Name **Period Covered by this Certification**

Scott D'Amour Sr. Financial Officer
Name and Title of Authorized Contractor Representative

 December 16, 2010
Contractor Representative Signature **Date**

NH Department of Health and Human Services

Standard 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):

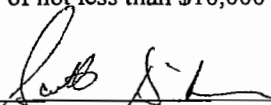
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

Contract Period: For thirty six (36) months from date of approval by NH Governor & Council (G&C)

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-I.
- (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.


Contractor Signature

Sr Financial Officer
Contractor's Representative Title

Biotage, LLC
Contractor Name

December 16, 2010
Date

NH Department of Health and Human Services

Standard 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 Office 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 proposal (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 proposal (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," "proposal," 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 proposal (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 proposal 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 Nonprocurement 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

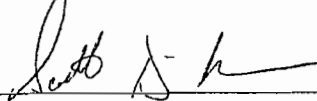
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (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 application/proposal 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 proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (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 proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (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	Sr. Financial Officer <hr/> Contractor's Representative Title
Biotage, LLC <hr/> Contractor Name	December 16, 2010 <hr/> Date

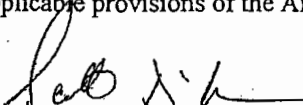
NH Department of Health and Human Services

Standard 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 proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



Contractor Signature

Sr. Financial Officer

Contractor's Representative Title

SCOTT D'AMORE

Contractor Name

December 16, 2010

Date

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NH Department of Health and Human Services

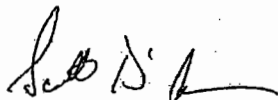
STANDARD EXHIBIT H

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

Sr. Financial Officer

Contractor's Representative Title

Bratage, LLC

Contractor Name

December 16, 2010

Date

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 Biotage, LLC a(n) Delaware limited liability company registered to do business in New Hampshire on September 13, 2010. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of December, A.D. 2010

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

William M. Gardner
Secretary of State

Certificate of Authority

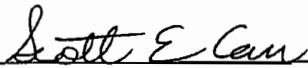
I, Scott Carr, of Biotage, LLC do hereby certify:

1. I am the duly appointed President of Biotage, LLC.
2. The following is a true copy of a resolution dated August 25th, 2009

Resolved: Chief Financial Officer is authorized on behalf of the Company to enter into said contracts and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate. Scott D'Amour is the duly appointed Chief Financial Officer of the Company and as such has the authority to enter into contracts and agreements binding the Corporation.

3. I further certify that the foregoing resolution has not been amended or revoked and remain in full force and effect as of December 16th, 2010.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of Biotage, LLC this 16th day of December, 2010.

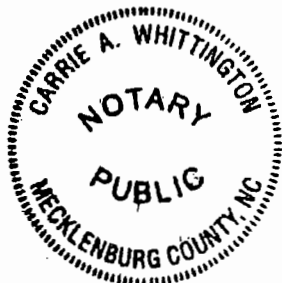


Scott Carr, President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me this 16th day of December, 2010 by Scott Carr.





Notary Public

My Commission Expires
February 17, 2015

My Commission Expires _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/08/2010

PRODUCER Sullivan Insurance Group, Inc. 10 Chestnut Street Suite 1010 Worcester, MA 01608-2804	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Biotage LLC 10430 Harris Oaks Blvd, Suite C Charlotte, NC 28269	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Chubb Group</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Chubb Group		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Chubb Group													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:10000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	70208115	11/1/10	10/31/11	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	73524510	10/31/10	10/31/11	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	71717785	10/31/10	10/31/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Evidence of Insurance on behalf of the named insured

CERTIFICATE HOLDER NH Department of Health & Human Services Division of Public Health Services 29 Hazen Drive Concord, NH 03301-6504	CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>John T. Andreoli</i>
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