



# State of New Hampshire

DEPARTMENT OF SAFETY  
 JAMES H. HAYES BLDG. 33 HAZEN DR.  
 CONCORD, N.H. 03305  
 603/271-2791

ROBERT L. QUINN  
 ASSISTANT COMMISSIONER

JOHN J. BARTHELMES  
 COMMISSIONER OF SAFETY

RICHARD C. BAILEY, JR.  
 ASSISTANT COMMISSIONER

April 11, 2019

His Excellency, Governor Christopher T. Sununu  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

### Requested Action

Authorize the Department of Safety, Division of Motor Vehicles and Division of Administration to enter into a **sole source** contract with Kodak Alaris, Inc. (VC#266444-P001), 336 Initiative Drive, Rochester, NY 14624, in an amount not to exceed \$21,212.52 for the purpose of providing preventative maintenance, service, and repairs to microfilm equipment located at the Department of Safety. The contract shall be effective upon Governor and Executive Council approval through June 30, 2020. Funding source 25% Agency Income and 75% Highway.

Funds are anticipated to be available in the following accounts in SFY2020.

	<u>SFY2020</u>
02-23-23-233015-23120000 Dept. of Safety – Division of Motor Vehicles – Motor Vehicle Registration 024-500225 Maintenance Other Than Building & Grounds	\$2,633.44
02-23-23-233015-23140000 Dept. of Safety – Division of Motor Vehicles – Certificate of Title 024-500225 Maintenance Other Than Building & Grounds	\$2,633.44
02-23-23-233015-23190000 Dept. of Safety – Division of Administration – Copy Center 024-500225 Maintenance Other Than Building & Grounds	<u>\$15,945.64</u>
Total	\$21,212.52

### Explanation

This contract is **sole source** due to the fact that microfilm no longer has a widespread use and thus it has become increasingly difficult to find vendors who can provide the service and maintenance required for the Department's aging microfilm equipment. This contract will continue to provide preventative maintenance, service, and repairs for the microfilm equipment used by several DOS divisions, ensuring continued filming and archiving of newly generated documents and retrieval of documents archived through microfilm.

Respectfully submitted,

Richard C. Bailey, Jr.  
 Assistant Commissioner of Safety

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name Department of Safety		1.2 State Agency Address 33 Hazen Drive, Concord, NH 04405	
1.3 Contractor Name Kodak Alaris, Inc.		1.4 Contractor Address 336 Initiative Drive, Rochester, NY 14624	
1.5 Contractor Phone Number (585)781-8954	1.6 Account Number 02-23-23-233015-23120000-024-500225 02-23-23-233015-23140000-024-500225 02-23-23-233015-23190000-024-500225	1.7 Completion Date 06-30-2020	1.8 Price Limitation Not to exceed \$21,212.52
1.9 Contracting Officer for State Agency Steven Lavoie		1.10 State Agency Telephone Number (603)227-4050	
1.11 Contractor Signature <i>Christine M. Gage</i>		1.12 Name and Title of Contractor Signatory Christine M Gage, Manager Contract Admin	
1.13 Acknowledgement: State of New York, County of Monroe On 3/13/2019, 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] <i>Susan R. Choma</i>			
1.13.2 Name and Title of Notary or Justice of the Peace Susan R. Choma			
1.14 State Agency Signature <i>Steven R. Lavoie</i> Date: 4/12/19		1.15 Name and Title of State Agency Signatory STEVEN R. LAVOIE, DIRECTOR OF ADMINISTRATION	
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) (if applicable) By: <i>W.A.H.</i> On: 4/24/19			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



SUSAN R CHOMA  
Notary Public - State of New York  
No. 01CH6324122  
Qualified In Monroe County  
My Commission Expires May 4, 2019

**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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor, without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**EXHIBIT A**  
**SCOPE OF SERVICES**

**Kodak 2400DSV, Imagelink Microimager 30 & RW 1000**  
**Preventive Maintenance and Repair**

Kodak Alaris, Inc., (VC#266444-B001) 336 Initiative Drive Rochester, NY 14624 shall provide preventive maintenance, service and repair(s) including necessary replacement parts, excluding consumables, for the two (2) Kodak 2400DSV Microfilm Scanners, two (2) Imagelink 30s and one (1) RW 1000 located in the Department of Safety, Division of Motor Vehicles, bureaus of Registration, and Title at 23 Hazen Drive, and Division of Administration, Copy Center at 41 Hazen Drive in Concord, New Hampshire as follows:

1. The preventive maintenance, service and repairs shall be provided as described in the attached Kodak Alaris, Inc., service quote on the following equipment.
  - 2400DSV K#35021582 - 23 Hazen Drive, 2<sup>nd</sup> floor, Title Bureau(603)227-4150
  - 2400DSV K# 35021583 - 23 Hazen Drive, 2<sup>nd</sup> floor, Bureau of Registration (603)227-4030
  - RW 1000 K# 41465863 - 41 Hazen Drive, Bureau of Road Toll, 1<sup>st</sup> floor,(603)223-8057
  - IMAGELNK MICROIMAGR 30 701981M70 K# 3545275 - 41 Hazen Drive, Copy Center, 1<sup>st</sup> floor,(603)223-8057
  - IMAGELINK MICROIMAGER 30 35452761M70 K# 3545276 - 41 Hazen Drive, Copy Center, 1<sup>st</sup> floor
2. The contract shall commence July 1, 2019 subject to approval of this contract by the Governor and Executive Council, and end on June 30, 2020.
3. Kodak Alaris, Inc., shall provide preventive maintenance, service and repair(s) including necessary replacement parts.
4. Kodak Alaris, Inc., shall provide maintenance, service and repairs during the Department of Safety's normal business hours of 8:15am – 4:15pm.
5. Kodak Alaris, Inc., shall provide a toll free number and e-mail address to be notified of maintenance issues and problems.
6. The contact person for Kodak Alaris, Inc. is Roxane Crupi or her designee, e-mail [roxane.crupi@kodakalaris.com](mailto:roxane.crupi@kodakalaris.com) telephone # 585-781-8954 or Susan Choma or her designee, e-mail [susan.choma@kodakalaris.com](mailto:susan.choma@kodakalaris.com) telephone # 585-722-3383 or Sharon Filip or her designee, e-mail [Sharon.filip@kodakalaris.com](mailto:Sharon.filip@kodakalaris.com) telephone (585)310-5518.
7. The contact person for the Division of Motor Vehicles regarding contract issues is Arthur Garlow or his designee, telephone.# 603-227-4050, e-mail [arthur.garlow@dos.nh.gov](mailto:arthur.garlow@dos.nh.gov).
8. Kodak Alaris, Inc., employees and/or contractors that work in 23 Hazen Drive and 33 Hazen Drive may be required to undergo a fingerprint based criminal background check prior to commencing work.

**EXHIBIT B**  
**PRICING AND PAYMENT TERMS**  
**Kodak 2400DSV, Imagelink Microimager 30 & RW 1000**  
**Preventive Maintenance and Repair**

The payment schedule for transfer of funds from the Department of Safety to Kodak Alaris, Inc., is contingent upon approval of this contract by the Governor and Executive Council and the following:

1. Department of Safety approval of services.
2. Submittal of invoices to the Department of Safety by Kodak Alaris, Inc.
3. Payment terms shall be net 30 days from date of invoice.
4. There shall be no other costs for the 2400DSV, Microimager 30 or RW 1000 machines, including but not limited to preventive maintenance, repair(s), service, replacement part(s), excluding image maintenance kits, supply items and consumables, during the term of this agreement.

Unit	Location	Account	Annual cost
K#35021582	23 Hazen Drive, 2 <sup>nd</sup> floor, Title		
	2400DSV Microfilm Scanner		
		02-23-23-233015-23140000-024-500225	\$2,633.44
K# 35021583	23 Hazen Drive, 2 <sup>nd</sup> floor, Registration		
	2400DSV Microfilm Scanner		
		02-23-23-233015-23120000-024-500225	\$2,633.44
K# 3545275	41 Hazen Drive/Copy Center		
	KODAK IMAGELNK MICROIMAGR 30 701981M70	\$5,802.00	
	IMGLNK SMART CASS 215 113468	165.24	
	IMGLNK SMART CASS 215 111271	165.24	
		02-23-23-233015-23190000-024-500225	\$6,132.48
K# 3545276	41 Hazen Drive/Copy Center		
	KODAK IMAGELINK MICROIMAGER 30 35452761M70	\$5,802.00	
	IMGLNK SMART CASS 215 111246	165.24	
	IMGLNK SMART CASS 215 111257	<u>165.24</u>	
		02-23-23-233015-23190000-024-500225	\$6,132.48
K# 41465863	41 Hazen Drive, Copy Center		
	RETRIEVAL WKSTA 1000/120V 60HZ 183 9950 32131919	\$2,308.00	
	INTELLIGENT FILM CONTROLLER SA198 0010 11726083	<u>1,372.68</u>	
		02-23-23-233015-31100000-024-500225	\$3,680.68
<b>5. Total Agreement Not To Exceed</b>			<b>\$21,212.52</b>

Contractor Initials Amg  
Date: 3/13/19

**EXHIBIT C**  
**SPECIAL PROVISIONS**  
Kodak 2400DSV, Imagemink Microimager 30 & RW 1000  
Preventive Maintenance and Repair

There are no special provisions.



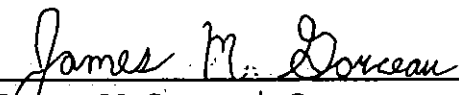
**March 13, 2019**

**Certificate of Authority**

**I, James M. Garceau, Corporate Counsel of Kodak Alaris Inc. ("Alaris"), do hereby certify that Alaris has all necessary authority to enter agreements with the Department of Safety of the State of New Hampshire and the person named below has been duly appointed and authorized by the Board of Directors of Alaris as of March 13, 2019 to execute documents on behalf of Alaris and such authorization remains in full force and effect as the date hereof.**

**Christine M. Gage, Manager, Service Sales Operations**

**I further certify I am empowered to execute this Certification of Authority on behalf of the above-named organization.**

  
\_\_\_\_\_  
**James M. Garceau, Corporate Counsel**

# State of New Hampshire

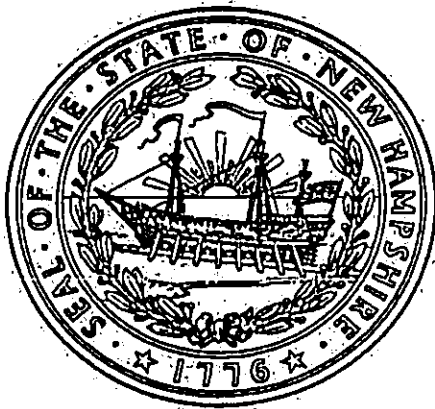
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that KODAK ALARIS INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on July 22, 2013. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 694826

Certificate Number : 0004467780



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 27th day of March A.D. 2019.

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/05/2019

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> MARSH USA, INC. 501 MERRITT 7 NORWALK, CT 06856-6010  CN115202191-05-GA-18-19	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____																					
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Federal Insurance Company</td> <td></td> <td>20281</td> </tr> <tr> <td>INSURER B : Everest National Insurance Company</td> <td></td> <td>10120</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Federal Insurance Company		20281	INSURER B : Everest National Insurance Company		10120	INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						
<b>INSURED</b> Kodak Alaris, Inc. 336 Initiative Drive Rochester, NY 14624																						

**COVERAGES** CERTIFICATE NUMBER: NYC-010445102-01 REVISION NUMBER: 2

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			36039609	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			73595184 73595185	09/01/2018 09/01/2018	09/01/2019 09/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			XC5EX00069181	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER**
 Department of Safety  
 33 Hazen Drive  
 Concord, NH 04405
**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  
 of Marsh USA Inc.

Kimberly Green

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# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/05/2019

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 LISTED 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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> USI Insurance Services, LLC 777 Canal View Blvd Rochester, NY 14623 585 736-5899	CONTACT NAME: Katherine Schiavi PHONE (A/C, No, Ext): 585-736-5945 FAX (A/C, No): E-MAIL ADDRESS: katherine.schiavi@usi.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Ins Co of the Midwest INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
<b>INSURED</b> Kodak Alaris, Inc. 336 Initiative Dr. Rochester, NY 14624	

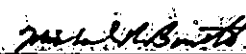
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						EACH OCCURRENCE \$ AGGREGATE \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	01WBZR2682	09/01/2018	09/01/2019	X PER STATUTE 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Forms applicable:  
 WC 00 03 13 04/01/1984 Waiver Of Our Right to Recover From Others Endorsement-State of: AK,AL,AZ,AR,CO,CT,DE,DC,FL,GA,HI,ID,IA,IL,IN,KS,LA,MA,MD,ME,MI,MN,MS,MO,MT,NC,NE,NJ,NM,NV,NY,OK,OR,PA,RI,SC, D,TN,VA,WI  
 WC 42 03 04 B 06/01/2014 Waiver Of Our Right to Recover From Others Endorsement-State of: TX  
 (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b> Department of Safety 33 Hazen Drive Concord, NH 04405	<b>CANCELLATION</b> 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 
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