



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

Marcella Jordan Bobinsky
Acting Director

May 22, 2015

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

Sole Source | Retroactive

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option and amend a sole source contract with Bio-Rad Laboratories, Inc. (Vendor #177854/R002) 1000 Alfred Nobel Dr., Hercules, CA, 94547, by increasing the Price Limitation by \$72,092 from \$23,918 to \$96,010 to provide repair and service of laboratory instruments in the Public Health Laboratories, and extend the completion date from May 23, 2015 to May 23, 2018, effective retroactive to May 23, 2015. This agreement was originally approved by Governor and Council on May 23, 2014, Item # 37. 70% Federal funds and 30% General funds.

Funds are available in the following account for SFY 2015, and are anticipated to be available in SFY 2016, SFY 2017, and SFY 2018 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

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 PREPARDNESS

Table with 7 columns: Fiscal Year, Class/Account, Class Title, Job Number, Current Modified Budget, Increased (Decreased) Amount, Total Amount. Rows include SFY 15 contracts for program services and a sub-total.

05-95-90-902510-7545 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE, PUBLIC HEALTH EMERGENCY PREPARDNESS

Table with 7 columns: Fiscal Year, Class/Account, Class Title, Job Number, Current Modified Budget, Increased (Decreased) Amount, Total Amount. Rows include SFY 16 and SFY 17 contracts for program services, a sub-total, and a total amount.

EXPLANATION

This amendment is a **retroactive** request in order to avoid a break in services to the Bio-Rad laboratory instruments, and due to a delay in receiving amendment documents from Bio-Rad Laboratories, Inc.

This is a **sole source** renewal because services on this system require a Bio-Rad trained and authorized field service engineer, and parts/software updates are proprietary to Bio-Rad Laboratories, Inc. This agreement provides critical repairs and service for the Public Health Laboratories' Molecular Diagnostic lab section's CHEF Mapper XA Chiller Systems, GelDoc XR+ Instruments, and Bio-Plex Protein Array Systems.

Funds in this agreement will be used to provide repair and service to the CHEF Mapper XA Chiller Systems, Gel Doc XR+ Instruments, and Bio-Plex Systems. Service includes urgent and preventive maintenance, via on-site visit, mail-in service or by telephone, depending on the system.

All states are federally mandated to participate and report Pulsed Field Gel Electrophoresis (PFGE) patterns to PulseNet, a network dedicated to the surveillance of foodborne infections through DNA fingerprinting of the organism. The BioRad CHEF Mapper XA Chiller System is a required component of the standardized Pulsed Field Gel Electrophoresis procedures used to fingerprint foodborne bacterial infections. The GelDoc EQ system is a photodocumentation system used to document Pulsed Field Gel Electrophoresis data which is shared (through secure internet connection) to the national database at the Centers for Disease Control and Prevention (CDC). The Centers for Disease Control and Prevention expects all state public health laboratories to adopt a multiplex, nucleic acid-based assay for identifying the serotype of a Salmonella isolate (a highly infectious disease). This new assay is performed on the Bio-Plex instrument.

Should Governor and Executive Council not authorize this Request the Public Health Laboratories will not only be unable to comply with what the Centers for Disease Control and Prevention requires in standardized testing and reporting of foodborne infections and disease outbreak investigations, but identifying foodborne or outbreak agents in a timely manner will not be possible.

As referenced in the original letter approved by Governor and Council on May 23, 2014, item #37, 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 2014, in the amount of \$23,918.

The following performance measures will be used to measure the effectiveness of the agreement:

- For each CHEF MAPPER XA Chiller Systems:
 - Unlimited mail-in emergent repair and service
 - One (1) mail-in service per State Fiscal Year during the term or the contract to perform routine preventive maintenance for the four CHEF Mapper XA Chiller Systems.

- For the GelDoc XR+ Instruments:

- Unlimited urgent repair calls, with response within 24 hours and
 - Unlimited on-site visits for problems that could not be resolved over the phone for the two GelDoc XR+ Instruments.
 - One (1) on-site visit per State Fiscal Year during the term of the contract to perform routine preventive maintenance.
- For the Bio-Plex Protein Array Systems
 - Unlimited urgent repair calls, with response within 24 hours and
 - Unlimited on-site visits for problems that could not be resolved over the phone for the two Gel-Plex Protein Array Systems.
 - One (1) on-site visit per State Fiscal Year during the term of the contract to perform routine preventive maintenance.

Area served: statewide.

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

Respectfully submitted,



Marcella Jordan Bobinsky, MPH
Acting Director

Approved by:



Nicholas A. Toumpas
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Bio-Rad Laboratories, Inc.**

This 1st Amendment to the Bio-Rad Laboratories, Inc., contract (hereinafter referred to as "Amendment #1") dated this ^{May} 14 day of ~~April~~, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Bio-Rad Laboratories, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 1000 Alfred Nobel Drive, Hercules, CA, 94547.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council, on May 23, 2014 (Item # 37), 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, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, all parties agree to amend, increase the price limitation, and extend the contract for three (3) years;

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:

1. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:
May 23, 2018
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:
\$96,010
3. Exhibit A, Scope of Services, to add:
Exhibit A – Amendment #1
4. Exhibit B, Purchase of Services Contact Price, to add:
Exhibit B – Amendment #1

New Hampshire Department of Health and Human Services
Bio-Rad Laboratories Amendment #1



This amendment, Amendment #1, is effective on the date of Governor and Executive Council approval or May 23, 2015, 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

5/25/15
Date

Brook Dupee
Brook Dupee
Bureau Chief

Bio-Rad Laboratories, Inc.

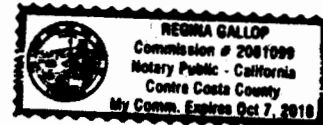
5/14/2015
Date

Chad Tamashiro
Name: Chad Tamashiro
Title: Service Sales Rep.

Acknowledgement:

State of California, County of Contra Costa on May 14, 2015 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.

Regina Gallop
Signature of Notary Public or Justice of the Peace



Regina Gallop, Notary Public
Name and Title of Notary or Justice of the Peace

New Hampshire Department of Health and Human Services
Bio-Rad Laboratories Amendment #1



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

OFFICE OF THE ATTORNEY GENERAL

6/9/15
Date

M. Bluteau
Name: MaryBeth Misluk
Title: Attorney

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 instruments listed below, utilized by the Department of Health and Human Services, Division of Public Health Services, Public Health Laboratories (PHL) in accordance to the following:

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

- CHEF Mapper XA Chiller System** – Serial number 801BR1955
- CHEF Mapper XA Chiller System** – Serial number 801BR2157
- CHEF Mapper XA Chiller System** – Serial number 801BR2274
- CHEF Mapper XA Chiller System** – Serial number 801BR2396
- GelDoc EZ Instrument** – Serial number 735BR01657
- GelDoc XR+ Instrument** – Serial number 721BR03790
- Bio-Plex Protein Array System 100** – Serial number LX10004093302
- Bio-Plex Protein Array System 200** – Serial number LX10013058403

1. CHEF Mapper XA Chiller Systems

DESCRIPTION	SERIAL #
CHEF Mapper XA Chiller System	801BR1955
CHEF Mapper XA Chiller System	801BR2157
CHEF Mapper XA Chiller System	801BR2274
CHEF Mapper XA Chiller System	801BR2396
GelDoc EZ Instrument	735BR01657

The contractor shall:

- 1.1. Provide unlimited mail-in instrument repair services during the agreement period.
- 1.2. Provide loaner instruments during repair service, free of charge, pending availability at the time of service.
- 1.3. Perform one (1) mail-in instrument preventive maintenance (PM) service for each instrument.
- 1.4. Provide software, hardware and other product updates during routine servicing of the instruments or during scheduled PM services.
- 1.5. Provide toll-free telephone service for emergency service advice and unlimited number of service calls 8:30 AM to 5:30 PM, Pacific Standard Time, Monday through Friday, excluding holiday recognized by the State of New Hampshire or the contractor.
- 1.6. Supply payment of freight charges one-way for mail-in service and responsible for shipping the instrument back to the Public Health Laboratories.



Exhibit A – Amendment #1

- 1.7. Provide parts and labor covered at 100% throughout the agreement period.
- 1.8. This agreement does not cover user required care and maintenance of the instruments, if any, and it does not cover consumable items.

2. GelDoc XR+ Instrument

DESCRIPTION	SERIAL NUMBER
GelDoc XR+ Instrument	721BR03790

The contactor shall:

- 2.1. Perform urgent On-Site Repair Services and toll-free telephone support due to an instrument malfunction.
- 2.2. Deliver urgent diagnostic services during the contractor's normal business hours, (Monday through Friday, 8:30 AM to 5:30 PM PST) via telephone, e-mail or remote access.
- 2.3. Respond by telephone within 24 hours of the initial urgent call for service. If the problem cannot be resolved over the phone then an on-site visit will be scheduled.
- 2.4. Labor, parts, travel expenses, and telephone assistance costs are no charge throughout the duration of this agreement.
- 2.5. Perform one (1) On-Site PM at a mutually convenient time.
- 2.6. 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.
- 2.7. Labor, parts, travel expenses, and telephone assistance costs are no charge.
- 2.8. Perform PM during PHL normal business hours (Monday – Friday, 8:00 AM to 4:30 PM EST).
- 2.9. The PM visit may be performed and combined with a repair visits.
- 2.10. This agreement does not cover user required care and maintenance of the instruments, if any, and it does not cover consumable items.



Exhibit A – Amendment #1

3. Bio-Plex Protein Array System.

DESCRIPTION	SERIAL NUMBER
Bio-Plex Protein Array System 100	LX10004093302
Bio-Plex Protein Array System 200	LX10013058403

The contractor shall:

- 3.1. Perform urgent On-Site Repair Services and toll-free telephone support due to an instrument malfunction
- 3.2. Initial urgent diagnostic services will be available during Bio-Rad's normal business hours, (Monday through Friday, 8:30 AM to 5:30 PM PST) via telephone, e-mail or remote access
- 3.3. Respond by telephone within 24 hours of the initial urgent call for service. If the problem cannot be resolved over the phone then an on-site visit will be scheduled
- 3.4. Labor, parts, travel expenses, and telephone assistance costs are no charge
- 3.5. Perform one (1) On-Site PM at a mutually convenient time
- 3.6. 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.
- 3.7. Labor, parts, travel expenses, and telephone assistance costs are no charge
- 3.8. PM will be performed during PHL normal business hours (Monday – Friday, 8:00 AM to 4:30 PM EST).
- 3.9. The PM visit may be performed and combined with a repair visits.
- 3.10. This agreement does not cover user required care and maintenance of the instruments, if any, and it does not cover consumable items.

II. Performance Measures

4. Performance Measures:

- 4.1. Unlimited mail-in instrument repair and meets standards.
- 4.2. Unlimited emergency visits for repair calls, with response within 24 hours.
- 4.3. One (1) mandatory on-site visit to perform preventive maintenance.



Method and Conditions Precedent to Payment

1. This contract is funded general and federal funds. Department access to federal funding is dependent upon requirements of the Catalog of Federal and Domestic Assistance (CFDA) #93.074 with federal funds made available under the Catalog of Federal Domestic Assistance, CFDA #93.074, U.S. Department of Health and Human Services, Centers for Disease Control Prevention, Hospital Preparedness Program and Public Health Emergency Preparedness Aligned Cooperative Agreements.
2. The cost of this agreement is based on fees for adding coverage for the CHEF Mapper E, and the Gel Doc EZ to the current contract, and for three additional 12-month periods of coverage.
3. Payment for the services shall be paid in one (1) payment according to section 6, Fee for Repair and Service Timetable below.
 - a. The first invoice shall be submitted by the contractor for payment and shall include the amount of \$2,524, for adding coverage for the CHEF Mapper E and the Gel Doc EZ to the current contract, and the amount of \$18,074 for payment of the second 12 month period, for a total of \$20,598, within (30) days of approval of the contract Amendment #1 by Governor and Executive Council (G&C).
 - b. The second invoice, in the amount of \$25,747, shall be submitted by the contractor for payment of the third 12-month period, eleven (11) months from the date of the first invoice.
 - c. The third and final invoice, in the amount of \$25,747, shall be submitted by the contractor for payment of the fourth 12-month period, eleven (11) months from the date of the second invoice.
4. Invoices shall be submitted, on Contractor letterhead, to the individual noted below:

NH Public Health Laboratories
29 Hazen Drive
Concord, NH 03301
Attn: Mary J. Holliday
5. Payment will be made by the State of New Hampshire, subsequent to approval of the submitted invoice.

New Hampshire Department of Health and Human Services
Exhibit B – Amendment #1



6. Fee for Repair and Service Timetable

6.1. Contract Fee for Repair and Service Timetable.

a. Fee for said instrument repair and service(s) shall be made as follows:

Description	Serial #	Months 11-12	Months 12-24	Months 24-36	Months 36-48	Total
CHEF Mapper XA Chiller System A	801BR2157		\$1,581	\$1,581	\$1,581	\$4,743
CHEF Mapper XA Chiller System C	801BR1955		\$1,581	\$1,581	\$1,581	\$4,743
CHEF Mapper XA Chiller System D	801BR2274		\$1,581	\$1,581	\$1,581	\$4,743
CHEF Mapper XA Chiller System E	801BR2396	\$1,195	\$1,581	\$1,581	\$1,581	\$5,938
Gel Doc XR+	721BR03790		\$2,748	\$2,748	\$2,748	\$8,244
Gel Doc EZ	735BR01657	\$1,329	\$1,329	\$1,329	\$1,329	\$5,316
BioPlex Protein Array Sys 100	LX10004093 302		\$7,673	\$7,673	\$7,673	\$23,019
BioPlex Protein Array Sys 200	LX10013058 403		\$0	\$7,673	\$7,673	\$15,346
	TOTAL	\$2,524	\$18,074	\$25,747	\$25,747	\$72,092

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 BIO-RAD LABORATORIES, INC. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on March 11, 2000. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 21st day of April, A.D. 2015

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

William M. Gardner
Secretary of State



Bio-Rad
Laboratories

Life Sciences Group
2000 Alfred Noble Drive
Hercules, CA 94547
Telephone: (510) 741-1000
Fax: (510) 741-5800

I, Shannon Hall, Executive Vice President, of Bio-Rad Laboratories, Inc., a Delaware corporation (“Corporation”), do hereby certify that:

- (1) I am acting Executive Vice President of the Corporation.
- (2) I am authorized to bind the Corporation by legal contract and to delegate this authority for the following:

The Corporation enter into a contract for the provision of services with the State of New Hampshire, acting through the Department of Administrative Services.
- (3) I hereby delegate the authority for the Corporation to enter into a contract for the provision of services with the State of New Hampshire, acting through the Department of Administrative Services to Chad Tamashiro, Service Sales Representative.

In witness thereto, I have hereunder subscribed by name as the Executive Vice President of the Corporation at its offices at 2000 Alfred Nobel Drive, the foregoing authority has not been amended or revoked and remains in full force and effect as of May 14, 2015.

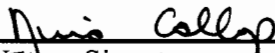


Shannon Hall, Executive Vice President

State of California

County of Contra Costa

On this 14th day of May, 2015, Shannon Hall, personally appeared and acknowledged himself as Executive Vice President of Bio-Rad Laboratories, Inc. a Delaware Corporation, and as such being authorized to do so, executed the foregoing instrument for the purposes contained.



Notary Signature

May 14, 2015

Oct 7, 2018

Date Notary Expires





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/25/2014

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 Aon Risk Insurance Services West, Inc. San Francisco CA Office 199 Fremont Street Suite 1500 San Francisco CA 94105 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Bio-Rad Laboratories, Inc. 1000 Alfred Nobel Drive Hercules CA 94547 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Property Cas Co of America		25674
	INSURER B: The Travelers Indemnity Co.		25658
	INSURER C:		
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570055258105** **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. **Limits shown are as requested**

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HC2JGLSA117D781714	10/01/2014	10/01/2015	EACH OCCURRENCE	\$1,000,000
							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	\$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			HSMJCUP162D868214	10/01/2014	10/01/2015	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	HC2JUB162D925A14	10/01/2014	10/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
B			N/A	AOS	10/01/2014	10/01/2015	E.L. EACH ACCIDENT	\$1,000,000
				HRKUB162D926114			E.L. DISEASE-EA EMPLOYEE	\$1,000,000
				AZ, MA,WI			E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570055258105

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

CERTIFICATE HOLDER**CANCELLATION**

State of NH
 Department of Health and Human Services
 129 Pleasant Street
 Concord NH 03301-3857 USA

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

Aon Risk Insurance Services West, Inc.

MJ
37

AB
SM



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4642 1-800-852-3345 Ext. 4642
Fax: 603-271-4760 - TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

April 14, 2014

G&C Approved

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

Date 5/25/14 sole source
Item # 37 376 Federal funds
628 General funds

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **sole source** agreement with Bio-Rad Laboratories, Inc. (Vendor #177854/R002) 1000 Alfred Nobel Dr., Hercules, CA, 94547, in an amount not to exceed \$23,918 to provide repair and service of laboratory instruments used in the Public Health Laboratories, to be effective for twelve (12) months effective date of Governor and Council approval.

Funds are expected to be available in the following accounts for SFY 2014 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 CONTROL,
EMERGENCY PREPAREDNESS

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2014	102-500731	Contracts for Prog Svc	90077023	\$10,632.00
			Sub-Total	\$10,632.00

05-95-90-903010-7966 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, PUBLIC HEALTH SERVICES

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2014	024-500225	Maintenance other than Bldg. & Grounds	90059000	\$13,286.00
			Sub-Total	\$13,286.00
			Total	\$23,918.00

EXPLANATION

This is a sole source request because services on the instruments require a Bio-Rad Laboratories trained and authorized service engineer and parts/software updates are proprietary to Bio-Rad Laboratories, Inc. This agreement provides critical repairs and service for the Public Health Laboratories' Molecular Diagnostic lab section's CHEF Mapper XA Chiller Systems, Gel Doc 2000 PC PCI System, and Bio-Rad Bio-Plex System.

Funds in this agreement will be used for the initial certification of all instrument systems, and for twelve (12) months of service and repair coverage. Service includes urgent and preventive maintenance, via on-site visit, mail-in service or by telephone, depending on the system.

All states are federally mandated to participate and report Pulsed Field Gel Electrophoresis (PFGE) patterns to PulseNet, a network dedicated to the surveillance of foodborne infections through DNA fingerprinting of the organism. The BioRad CHEF Mapper XA Chiller System is a required component of the standardized Pulsed Field Gel Electrophoresis procedures used to fingerprint foodborne bacterial infections. The GelDoc EQ system is a photodocumentation system used to document Pulsed Field Gel Electrophoresis data which is shared (through secure internet connection) to the national database at the Centers for Disease Control and Prevention (CDC). The Centers for Disease Control and Prevention expects all state public health laboratories to adopt a multiplex, nucleic acid-based assay for identifying the serotype of a Salmonella isolate (a highly infectious disease). This new assay is performed on the Bio-Plex instrument.

Should Governor and Executive Council not authorize this Request the Public Health Laboratories will not only be unable to comply with what the Centers for Disease Control and Prevention requires in standardized testing and reporting of foodborne infections and disease outbreak investigations, but identifying foodborne or outbreak agents in a timely manner will not be possible.

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 agreement:

- For each CHEF MAPPER XA Chiller System:
 - Unlimited mail-in emergent repair and service
 - One (1) mail-in service during the term or the contract to perform routine preventive maintenance for the three CHEF Mapper XA Chiller Systems.

- For the Gel Doc 2000 PC PCI System:
 - Unlimited urgent repair calls, with response within 24 hours and
 - Unlimited on-site visits for problems that could not be resolved over the phone for the Gel Doc 2000 PC PCI System, and the Bio-Rad Bio-Plex System.
 - One (1) on-site visit during the term of the contract to perform routine preventive maintenance.

- For the Bio-Rad Bio-Plex System
 - Unlimited urgent repair calls, with response within 24 hours and
 - Unlimited on-site visits for problems that could not be resolved over the phone for the Gel Doc 2000 PC PCI System, and the Bio-Rad Bio-Plex System.
 - One (1) on-site visit during the term of the contract to perform routine preventive maintenance.

Area served: statewide.

Source of Funds: 37.98% Federal Funds from Centers for Disease Control and Prevention, Federal Award Identification Number U90TP000535 and 62.02% General Funds.

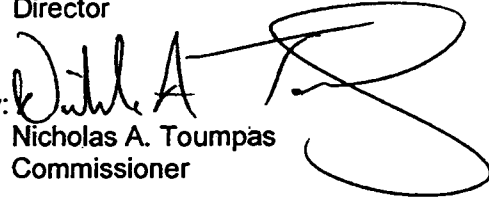
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



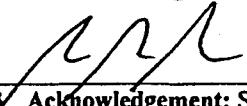

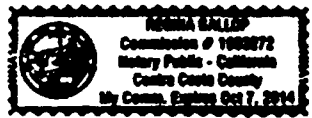

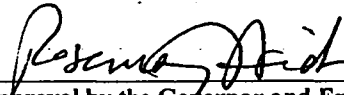
Nicholas A. Toumpas
Commissioner

Subject: Repair and Service Agreement

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		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name BIO-RAD LABORATORIES, INC.		1.4 Contractor Address 1000 Alfred Nobel Dr Hercules, CA 94547	
1.5 Contractor Phone Number 800-879-2289	1.6 Account Number 05-95-90-903010-7966-024-500225 05-95-90-902510-5171-102-500731	1.7 Completion Date 12 months effective date of Governor and Council	1.8 Price Limitation \$23,918
1.9 Contracting Officer for State Agency Brook Dupee, Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Roselyn Boston, Supervisor, Sales Admin	
1.13 Acknowledgement: State of California County of Contra Costa On <u>March 28, 2014</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] 			
1.13.2 Name and Title of Notary or Justice of the Peace Regina Gallop			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Brook Dupee, 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:  On: 5-2-14			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

From 12-month effective date of approval by Governor and Council, The Contractor Shall provide Repair and Service for the instruments listed below, utilized by the Department of Health and Human Services, Division of Public Health Services, Public Health Laboratories (PHL).

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

- CHEF Mapper XA Chiller Systems – Serial number 801BR1955**
- CHEF Mapper XA Chiller Systems – Serial number 801BR2157**
- CHEF Mapper XA Chiller Systems – Serial number 801BR2274**
- GelDoc XR+ Instrument – Serial number 721 BR03790**
- Bio-Plex Protein Array System – Serial number LX10005249301**

1. CHEF Mapper XA Chiller Systems

CHEF Mapper XA Chiller System	801BR1955
CHEF Mapper XA Chiller System	801BR2157
CHEF Mapper XA Chiller System	801BR2274

- 1.1. Provide unlimited mail-in instrument repair services during the agreement period.
- 1.2. Provide loaner instruments during repair service, free of charge, pending availability at the time of service.
- 1.3. Perform one (1) mail-in instrument preventive maintenance (PM) service for each instrument.
- 1.4. Provide software, hardware and other product updates during routine servicing of the instruments or during scheduled PM services.
- 1.5. Provide toll-free telephone service for emergency service advice and unlimited number of service calls 8:30 AM to 5:30 PM, Pacific Standard Time, Monday through Friday, excluding holiday recognized by the State of New Hampshire or the contractor.
- 1.6. Supply payment of freight charges one-way for mail-in service and responsible for shipping the instrument back to the Public Health Laboratories.
- 1.7. Provide parts and labor covered at 100% throughout the agreement period.
- 1.8. As the above CHEF Mapper XA Systems are not currently covered by a service agreement or warranty, in lieu of an on-site recertification visit, upon approval of the agreement, these units will be mailed-in separately for service and repair.



This service will include labor, parts and a loaner instrument, if available. Bio-Rad is responsible for the freight charges of shipping the instrument back to the Public Health Laboratories.

- 1.9. This agreement does not cover user required care and maintenance of the instruments, if any, and it does not cover consumable items.

2. GelDoc XR+ Instrument

GelDoc XR+ Instrument	721BR03790
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- 2.1. Perform urgent **On-Site** Repair Services and toll-free telephone support due to an instrument malfunction.
- 2.2. Deliver urgent diagnostic services during the contractor's normal business hours, (Monday through Friday, 8:30 AM to 5:30 PM PST) via telephone, e-mail or remote access.
- 2.3. Respond by telephone within 24 hours of the initial urgent call for service. If the problem cannot be resolved over the phone then an on-site visit will be scheduled.
- 2.4. Labor, parts, travel expenses, and telephone assistance costs are no charge throughout the duration of this agreement.
- 2.5. Perform one (1) On-Site PM at a mutually convenient time.
- 2.6. 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.
- 2.7. Labor, parts, travel expenses, and telephone assistance costs are no charge.
- 2.8. Perform PM during PHL normal business hours (Monday – Friday, 8:00 AM to 4:30 PM EST).
- 2.9. The PM visit may be performed and combined with a repair visits.
- 2.10. As the GelDoc instrument is not currently covered by a service agreement or warranty, a recertification visit will be required. The costs of parts needed to recertify the instrument are not covered under this agreement.
- 2.11. This agreement does not cover user required care and maintenance of the instruments, if any, and it does not cover consumable items.



3. Bio-Plex Protein Array System.

Bio-Plex Protein Array System	LX10005249301
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- 3.1. Perform urgent On-Site Repair Services and toll-free telephone support due to an instrument malfunction
- 3.2. Initial urgent diagnostic services will be available during Bio-Rad's normal business hours, (Monday through Friday, 8:30 AM to 5:30 PM PST) via telephone, e-mail or remote access
- 3.3. Respond by telephone within 24 hours of the initial urgent call for service. If the problem cannot be resolved over the phone then an on-site visit will be scheduled
- 3.4. Labor, parts, travel expenses, and telephone assistance costs are no charge
- 3.5. Perform one (1) On-Site PM at a mutually convenient time
- 3.6. 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.
- 3.7. Labor, parts, travel expenses, and telephone assistance costs are no charge
- 3.8. PM will be performed during PHL normal business hours (Monday – Friday, 8:00 AM to 4:30 PM EST).
- 3.9. The PM visit may be performed and combined with a repair visits.
- 3.10. As the Bio Plex system is not currently covered by a service agreement or warranty, a recertification visit will be required. The costs of parts needed to recertify the instrument are not covered under this agreement.
- 3.11. This agreement does not cover user required care and maintenance of the instruments, if any, and it does not cover consumable items.

II. Performance Measures

4. Performance Measures

- 4.1. Unlimited mail-in instrument repair and meets standards.
- 4.2. Unlimited emergency visits for repair calls, with response within 24 hours.
- 4.3. One (1) mandatory on-site visit to perform preventive maintenance.



Method and Conditions Precedent to Payment

- 1) The State shall pay the Contractor an amount not to exceed the Price Limitation, P-37 block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
- 2) The Agreement General Provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number are as follows:
 - a. \$13,286.00= 100% general funds, Assistant Secretary for Preparedness and Response, CFDA #93.889;
 - b. \$10,632.00= the Public Health Emergency Preparedness (PHEP) Cooperative Agreement – Carryover funds, 100% federal funds from the Centers for Disease and Control (CDC), CFDA #93.069.
- 3) The fee for months 1–12 includes the cost of a recertification visit or mail-in service for instruments not currently covered by a service agreement.
- 4) Payment for the services shall be paid in one (1) payment according to Exhibit B-1 Fee for Repair and Service Timetable.
 - a. An invoice in the amount of \$23,918.00 shall be submitted by the contractor for payment, within 30 days of approval of the contract by Governor and Council.
 - b. Invoices shall be submitted, on Contractor letterhead, to the individual noted below:

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

Payment will be made by the State of New Hampshire, subsequent to approval of the submitted invoice.



Fee for Repair and Service Timetable

1) Contract Fee for Repair and Service Timetable.

a. Fee for said instrument repair and service(s) shall be made as follows:

Item Description	Serial	Unit Price	Total
CHEF Mapper XA Chiller System	801BR1955	\$3,544.00	\$3,544.00
CHEF Mapper XA Chiller System	801BR2157	\$3,544.00	\$3,544.00
CHEF Mapper XA Chiller System	801BR2274	\$3,544.00	\$3,544.00
1. Subtotal		\$10,632.00	\$10,632.00
Gel Doc 2000 PC PCI System	34262	\$2,622.00	\$2,622.00
2. Subtotal		\$2,622.00	\$2,622.00
Bio-Rad Bio-Plex System	LX10005249301	\$10,664.00	\$10,664.00
3. Subtotal		\$10,664.00	\$10,664.00
TOTAL		\$23,918.00	\$23,918.00



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract 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 Contract. The State may terminate this Contract 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.
6. **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 and no payments shall be made for expenses incurred by the Contractor 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.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to



subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. **Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. **Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

2.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

3. **Bio-Rad Laboratories shall not be liable for consequential, incidental, special or any other indirect damages sustained by the State from the use of its products or services. The aforementioned special provision does not constitute a waiver of the indemnification requirements in the Form P-37, Subparagraph 13 of the General Provisions.**

4. **Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following paragraph is added:**

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 \$1,000,000 per occurrence and excess/umbrella liability coverage in the amount of \$1,000,000 per occurrence, and

5. **Contract Extension:** This Agreement has the option to extend for three (3) additional years, to be exercised by mutual agreement by the parties, pending availability of funding, acceptable performance by the Contractor and, subsequent approval by the Governor and Executive Council.



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 of 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 5151-5160 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(c) 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 certificate 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 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. 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;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. 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);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. 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;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 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

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3/28/14



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. 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
 - 1.6.2. 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;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
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.

Contractor Name: Bio-Rad Laboratories, Inc.

3/28/14
Date

[Signature]
Name:
Title:



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

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

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

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

Contractor Name: Bio-Rad Laboratories, Inc.

3/28/14
Date

[Signature]
Name:
Title:



**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 transaction. 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 transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules 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 be entered into, it shall not knowingly enter into any lower tier 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 Transactions," 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

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of 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;
 - 11.3. 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 (l)(b) of this certification; and
 - 11.4. 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.
12. 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

13. 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:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. 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).
14. 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.

Contractor Name: Bio-Rad Laboratories, Inc.

3/28/14
Date

[Signature]
Name:
Title:



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 Name: Bio-Rad laboratories, Inc.

3/28/14
Date

Name: [Signature]
Title:



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 Name: Bio-Rad Laboratories, Inc.

3/28/14
Date

Name: [Signature]
Title:

NH Department of Health and Human Services

STANDARD EXHIBIT I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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



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

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

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

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

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

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

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

Contractor Name: Bio-Rad Laboratories, Inc.

3/28/14
Date

Name: [Signature]
Title:



FORM A

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

1. The DUNS number for your entity is: 00912-76-63
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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 BIO-RAD LABORATORIES, INC. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on March 11, 1999. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of April, A.D. 2014

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

William M. Gardner
Secretary of State



Bio-Rad
Laboratories

Life Sciences Group
2000 Alfred Noble Drive
Hercules, CA 94547
Telephone: (510) 741-1000
Fax: (510) 741-5800

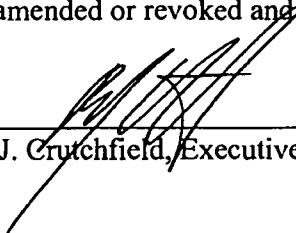
I, Bradford J. Crutchfield, Executive Vice President, of Bio-Rad Laboratories, Inc., a Delaware corporation ("Corporation"), do hereby certify that:

- (1) I am acting Executive Vice President of the Corporation.
- (2) I am authorized to bind the Corporation by legal contract and to delegate this authority for the following:

The Corporation enter into a contract for the provision of services with the State of New Hampshire, acting through the Department of Administrative Services.

(3) I hereby delegate the authority for the Corporation to enter into a contract for the provision of services with the State of New Hampshire, acting through the Department of Administrative Services to Roselyn Boston, Supervisor, Sales Administration.

In witness thereto, I have hereunder subscribed by name as the Executive Vice President of the Corporation at its offices at 2000 Alfred Nobel Drive, the foregoing authority has not been amended or revoked and remain in full force and effect as of March 28, 2014.

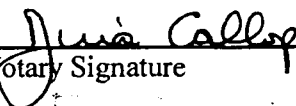


Bradford J. Crutchfield, Executive Vice President

State of California

County of Contra Costa

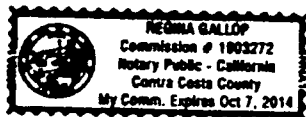
On this 28th day of March, 2014, Bradford J. Crutchfield, personally appeared and acknowledged himself as Executive Vice President of Bio-Rad Laboratories, Inc. a Delaware Corporation, and as such being authorized to do so, executed the foregoing instrument for the purposes contained.



Notary Signature

March 28, 2014

October 7, 2014
Date Notary Expires





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/09/2014

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 Aon Risk Insurance Services West, Inc. San Francisco CA Office 199 Fremont Street Suite 1500 San Francisco CA 94105 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS: 	
INSURED Bio-Rad Laboratories, Inc. 1000 Alfred Nobel Drive Hercules CA 94547 USA	INSURER A: Travelers Property Cas Co of America 25674	
	INSURER B: The Travelers Indemnity Co. 25658	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570053429754 **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. **Limits shown are as requested**

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HC2JGLSA117D7817TIL13	10/01/2013	10/01/2014	EACH OCCURRENCE \$1,000,000 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 \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			HSMJ CUP16208682TIL13	10/01/2013	10/01/2014	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TC2JUB6A04782813 AOS TRKUB6A04783A13 AZ, MA, WI	10/01/2013	10/01/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570053429754

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

CERTIFICATE HOLDER State of NH Department of Health and Human Services 129 Pleasant Street Concord NH 03301-3857 USA	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 <i>Aon Risk Insurance Services West Inc</i>
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