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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

May 25, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Laboratory Services, to enter into a **retroactive, sole source amendment** with Mirion Technologies (Canberra), Inc, Vendor #174785/R001, 800 Research Parkway, Meriden, CT, 06450, by increasing the price limitation by \$113,413.00 from \$123,736.66 to \$237,149.66 and by extending the completion date from August 27, 2017 to August 31, 2020 for the provision of repair and service of the Canberra Radiochemistry Analyzer System effective upon Governor and Executive Council approval. The original contract was approved by Governor and Executive Council on September 14, 2011 (Item #89) and subsequently amended on October 1, 2014 (Item #10). 100% Other Funds.

Funds are available in the following account for State Fiscal Years 2018 and 2019 and are anticipated to be available in State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without approval from the Governor and Executive Council, if needed and justified.

05-95-90-901510-5299 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY, EMERGENCY RESPONSE

State Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	024-500225	Maintenance Other Than Building and Grounds	90030001	\$17,294.00	\$0.00	\$17,294.00
2013	024-500225	Maintenance Other Than Building and Grounds	90030001	\$19,283.25	\$0.00	\$19,283.25
2014	024-500225	Maintenance Other Than Building and Grounds	90030001	\$20,247.41	\$0.00	\$20,247.41

2015	024-500225	Maintenance Other Than Building and Grounds	90030001	\$21,225.00	\$0.00	\$21,225.00
2016	024-500225	Maintenance Other Than Building and Grounds	90030001	\$22,286.00	\$0.00	\$22,286.00
2017	024-500225	Maintenance Other Than Building and Grounds	90030001	\$23,401.00	\$0.00	\$23,401.00
2018	024-500225	Maintenance Other Than Building and Grounds	90030001	\$0.00	\$37,058.00	\$37,058.00
2019	024-500225	Maintenance Other Than Building and Grounds	90030001	\$0.00	\$37,799.00	\$37,799.00
2020	024-500225	Maintenance Other Than Building and Grounds	90030001	\$0.00	\$38,556.00	\$38,556.00
			Total	\$123,736.66	\$113,413.00	\$237,149.66

EXPLANATION

This request is **retroactive** as the Department has experienced administrative delays. . The vendor has provided needed preventable and maintenance services since August 25, 2017. The cost of the maintenance and repair services provided by the vendor would need to be compensated for at a higher rate if paid for outside of the contract terms and conditions

This is a **sole source** request, because services on these systems require a trained and authorized service engineer and the parts and software updates are proprietary to Mirion Technologies (Canberra), Inc. This agreement will provide maintenance, service and critical repairs to equipment utilized by the Public Health Laboratories.

The vendor will provide emergency repairs and service, as well as for required preventative maintenance service on the Mirion (Canberra) systems. The Radiochemistry Laboratory collects and analyzes environmental samples in the vicinity of the Vermont Yankee and Seabrook Station Nuclear Power Plants, as well as other locations statewide. Routine data collected prior to a radiological emergency constitutes the state's baseline data, which would be used for comparison against samples collected during a radiological emergency.

This vendor will maintain the Canberra instrument in a ready and operating condition as an essential part of the New Hampshire Nuclear Emergency Response Plan (NHNERP), which is mandated by RSA 107-B. Activities will include;

- Conducting two (2) on-site preventative maintenance visits each year
- Providing emergency visits, as required
- Providing technical support by telephone and/or email, as required

Should the Governor and Executive Council not authorize the request, the system may become inoperable and the state may be unable to analyze environmental samples and determine the radiological risks to the public.

Area served: Statewide.

Source of Funds: 100% Other (Maintenance Other Than Building and Grounds)
Radiological Emergency.

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

Respectfully submitted,



Lisa Morris, MSSW

Director

Approved by:



Jeffrey A. Meyers

Commissioner



State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
Mirion Technologies (Canberra), Inc. Contract

This 2th Amendment to the **Mirion Technologies (Canberra), Inc.** Contract (hereinafter referred to as "Amendment #2") dated this February 26, 2018 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Mirion Technologies (Canberra), Inc. (hereinafter referred to as "the Contractor"), a corporation with a place of business at 800 Research Parkway, Meriden, Connecticut 06450.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 14, 2011 (Item #89), as amended by subsequent agreements (Amendment #1) approved on October 1, 2014 (Item #10), 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 of the Agreement, and Exhibit A, Paragraph 1.2, ~~the State may renew the contract for three (3) additional years by written agreement of the parties and approval of the Governor and Executive Council;~~ and;

WHEREAS the parties have agreed to add to scope of services and to increase the price limitation; and

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 to amend as follows:

1. Form P-37, General Provisions, Item 1.7, Completion Date, to read:
August 31, 2020
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:
\$237,149.66
3. Exhibit A-1, Amendment 1, Completion Date, Contract Period, to read:
The term of this agreement shall begin August 24, 2011 through August 31, 2020.
4. Add Exhibit B, Amendment #2 Methods and Conditions Precedent to Payment.



New Hampshire Department of Health and Human Services
Mirion Technologies (Canberra), Inc. Contract

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

4/10/18
Date

State of New Hampshire
Department of Health and Human Services
[Signature]
Lisa Morris, MSSW
Director

2/2/18
Date

Mirion Technologies (Canberra), Inc.
[Signature]
NAME: Shannon Stewart
TITLE: Customer Service Admn.

Acknowledgement:
State of CT, County of New Haven on 2/2/18, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]
Name and Title of Notary or Justice of the Peace

KAREN PIETRUSZKA
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2021


New Hampshire Department of Health and Human Services
Mirion Technologies (Canberra), Inc. Contract



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

OFFICE OF THE ATTORNEY GENERAL

5-23-18
Date


Name: Rebecca W. Ross
Title: Senior Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



**Exhibit B, Amendment #2
 Method and Conditions Precedent to Payment**

1. Funding for this Contract is 100% Other Funds, Emergency Response Radiochemistry.
2. The cost of the contract is based on a fee for three additional 12-month periods of coverage. Payment for each 12-month period will be paid at the beginning of the period.
3. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

Months of Coverage	73 – 85	86 – 98	99 – 113	73 - 113	01 - 113
Payment per State Fiscal Year (SFY)	SFY 2018 \$37,058.00	SFY 2019 \$37,799.00	SFY 2020 \$38,556.00	SubTotal: \$113,413.00	Total \$237,149.66

~~4. Invoices shall be submitted, on Contractor letterhead, to the individual noted below.~~

NH Public Health Laboratories
 Attn: Joyce Cotnoir
 29 Hazen Drive
 Concord, NH 03301

5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.

Contractor Initials *JS*
 Date *2/2/18*

State of New Hampshire

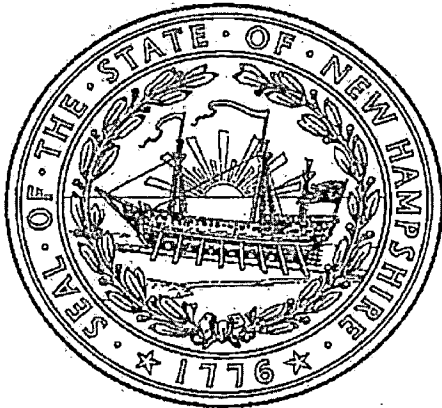
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MIRION TECHNOLOGIES (CANBERRA), INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on December 11, 2001. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 388495

Certificate Number : 0004106108



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of June A.D. 2018.

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

William M. Gardner
Secretary of State

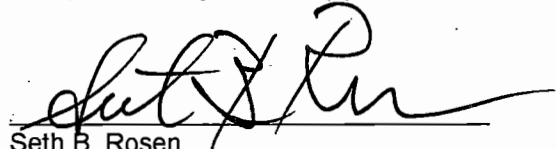


SECRETARY'S CERTIFICATE

The undersigned, Secretary of Mirion Technologies (Canberra), Inc., a Delaware corporation, (the "Corporation"), does hereby certify the following:

1. That I am the duly elected Secretary of the Corporation.
2. That the Corporation is organized under the laws of the State of Delaware, United States of America.
3. That it is within the power of the Corporation to execute Service Agreements in the course of its business.
4. That the execution of a Repair and Service Agreement with the New Hampshire, Department of Health and Human Services, Division of Public Health Services is within the power of the Corporation.
5. That it is with the power and authority of the Senior Service Contract Support Specialist to execute such an Agreement.
6. That Shannon Stewart is a duly appointed Senior Service Contract Support Specialist.
7. That any act or acts of the aforementioned Senior Service Contract Support Specialist regarding the subject Agreement is ratified, confirmed, approved and adopted in all respects as acts in the name and on behalf of the Corporation.
8. Contract conditions remain valid as determined and approved on August 21, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand as Assistant Secretary of the Corporation on this 8 day of March, 2018.


 Seth B. Rosen
 Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ 2018, before me, _____
 personally appeared Seth Rosen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____ (Seal)

ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this Certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of Contra Costa } SS.

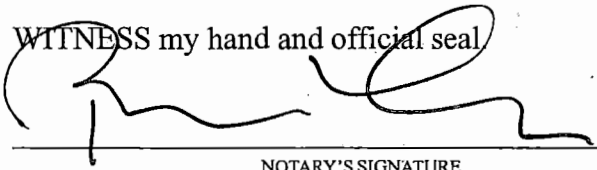
On March 8, 2018, before me, Bonnie Louie, Notary Public,

personally appeared Setu B. Rosen, who proved to me on the

basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

 NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER Secretary of
- PARTNER(S) SLT (Conterra), Inc.
- ATTORNEY-IN-FACT
- GUARDIAN/CONSERVATOR
- SUBSCRIBING WITNESS
- OTHER: _____

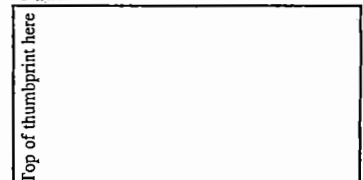
DESCRIPTION OF ATTACHED DOCUMENT

Secretary Certificate
 TITLE OR TYPE OF DOCUMENT
1 page
 NUMBER OF PAGES
3/8/2018
 DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
 THUMBPRINT
 OF
 SIGNER

OTHER





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/22/2018

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

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

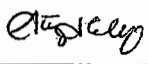
PRODUCER Willis Insurance Services of California, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Mirion Technologies, Inc. Mirion Technologies (Canberra), Inc. 3000 Executive Pkwy, Ste 220 San Ramon, CA 94583	INSURER A: Zurich American Insurance Company NAIC# 16535	
	INSURER B: American Guarantee and Liability Insurance 26247	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** W5346456 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL 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:			GLA 5969749-08	10/01/2017	10/01/2018	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 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			GLA 5969749-08	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			AUC 5969747-07	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 13,000,000 AGGREGATE \$ 13,000,000 \$
B	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	N/A	WC 5969746-08	10/01/2017	10/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER State of New Hampshire Department of Health and Human Services	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 



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

August 29, 2014

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

100% Other funds

REQUESTED ACTION

RETROACTIVE
SOLE SOURCE

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a sole source contract renew and amend option with Canberra Industries, Inc., (Vendor #174785/R001), 800 Research Parkway, Meriden, CT, 06450, by increasing the Price Limitation by \$66,912 from \$56,824.66 to \$123,736.66 to provide repair and service of the Canberra Radiochemistry Analyzer System, and extend the completion date from August 24, 2014 to August 24, 2017, effective retroactive to August 24, 2014. This agreement was originally approved by Governor and Council on August 24, 2011, Item #41.

Funds are available in the following account for SFY 2015, and are anticipated to be available in SFY 2016 and SFY 2017 in accounting unit 5299, upon 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.

05-95-90-903010-3067 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, EMERGENCY RESPONSE RADIOCHEMISTRY

Table with 7 columns: Fiscal Year, Class / Account, Class Title, Job Number, Current Modified Budget, Increased (Decreased) Amount, Revised Modified Budget. Rows include SFY 2012-2015 and a Sub Total row.

05-95-90-901510-5299 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
 HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, RADIOLOGICAL
 EMERGENCY RESPONSE

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2016	024-500225	Maintenance Other Than Building & Grounds	90030001	0.00	22,286.00	22,286.00
SFY 2017	024-500225	Maintenance Other Than Building & Grounds	90030001	0.00	23,401.00	23,401.00
			Sub Total	\$0.00	\$45,687.00	\$45,687.00
			Total	\$56,824.66	\$66,912.00	\$123,736.66

EXPLANATION

This amendment is a **retroactive** request in order to avoid a break in services to the Canberra Radiochemistry Analyzer Systems, and due to a delay in receiving amendment documents from Canberra Industries, Inc.

This is a **sole source** request because services on these systems require a trained and authorized service engineer and parts/software updates are proprietary to Canberra Industries, Inc. This agreement provides critical repairs and service for the Public Health Laboratories.

Funds in this agreement will be used for continued emergency repair, maintenance and support of the Canberra Radiochemistry Analyzer Systems. The Radiochemistry Laboratory Section collects and analyzes environmental samples in the vicinity of the Vermont Yankee and Seabrook Station Nuclear Power Plants as well as other locations throughout the State. In the event of a radiological emergency at either nuclear power plant the Radiochemistry Laboratory would assume the lead role for the coordination and analysis of environmental samples in New Hampshire. The routine data collected prior to a radiological emergency constitutes the State's baseline data, which would be used for comparison against samples collected during an emergency. Maintaining this instrument in a ready and operating condition is key to supporting the analysis of post emergency samples, which are an essential part of the New Hampshire Nuclear Emergency Response Plan, which is mandated by RSA 107-B. The equipment in the Radiochemistry Laboratory Section is provided under the Radiological Emergency Response and Preparedness program.

Should Governor and Executive Council not authorize this Request, test results from the Canberra radiochemistry instrument may not be available if the instrument is inoperable or needs calibration. State and federal agencies and communities in the tri-state area will not receive critical test results, in response to a nuclear accident or terrorist incident involving radioactive materials, from the Public Health Laboratories Radiochemistry Section.

As referenced in the original letter approved by Governor and Council on August 24, 2011, item #41, 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

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
August 29, 2014
Page 3

Governor and Council. The Division is exercising this renewal option. These services were contracted previously with this vendor in SFY 2012, SFY 2013, and SFY 2014 in the amount of \$56,824.66.

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

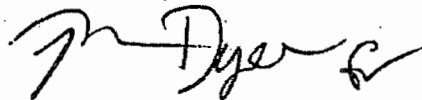
- Two (2) on-site preventative maintenance visits each year
- Unlimited emergency visits
- Unlimited technical support by telephone and/or email

Area served: statewide.

Source of Funds: 100% Other (Utilities) from the Department of Safety, Homeland Security and Emergency Management derived from the assessment to Utilities in accordance with RSA 107-B.

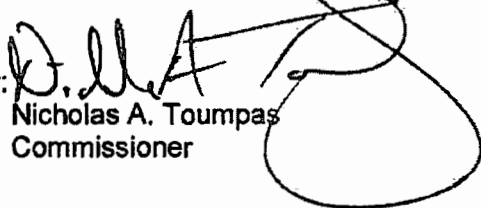
In the event that the Other (Utilities) funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Peter C. Hastings
Commissioner

July 31, 2014

Nicholas A. Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), Bureau of Laboratory Services, Public Health Laboratories (PHL), Radiochemistry Section's request to enter into a contract amendment with Canberra Industries, Inc. LLC of Meriden, Connecticut (Vendor #174785), as described below and referenced as DoIT No. 2014-156.

This is a request for approval to enter into a contract amendment with Canberra Industries, Inc. to provide repair, maintenance, and support of the proprietary Canberra Radiochemistry Analyzer System through August 25, 2017. The amendment increases the funding by \$66,912.00, for a total of \$123,736.66, effective upon Governor and Executive Council approval.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Peter C. Hastings

PCH/ltn
Contract #2014-156 / 2011-074

cc: Karen Appleyard, DHHS
Leslie Mason, DoIT



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Canberra Industries, Inc.**

This 1st Amendment to the Canberra Industries, Inc. sole source contract (hereinafter referred to as "Amendment One") dated this 21 day of August, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Canberra Industries Inc. (hereinafter referred to as "the Contractor"), a corporation with a place of business at 800 Research Parkway, Meriden, CT 06450.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 24, 2011, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C, section 4, the State may renew the contract for up to three (3) additional years by written agreement of the parties;

WHEREAS, the Department desires to provide additional repair and service of the Canberra Radiochemistry Analyzer System that is used to analyze environmental samples and determine the risk to the public.

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

To amend as follows:

- Form P-37, to change:
Block 1.7 to read: August 24, 2017
Block 1.8 to read: \$123,736.66
- Exhibit A, Scope of Services to add:
Exhibit A – Amendment 1
- Exhibit A – 1, Scope of Services, to add:
Exhibit A -1 Amendment 1
- Exhibit B, Purchase of Services, Contract Price, to add:
Exhibit B - Amendment 1
- Exhibit C, Special Provisions, to add:
 - Subparagraph 9. Pilot Program for Enhancement of Contractor Employee Whistleblower Protections
- Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance:

New Hampshire Department of Health and Human Services



-
- o Delete Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance
 - o Replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-based Organizations and Whistleblower Protection, dated 06/27/14

This amendment, Amendment 1, is effective August 24, 2014.

New Hampshire Department of Health and Human Services



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

8 Feb 2014
Date

[Signature]
Brook Dupee
Bureau Chief

Canberra Industries, Inc.

8/21/14
Date

[Signature]
Shannon Stewart
Customer Service Administrator

Acknowledgement:

State of CT, County of New Haven on 8/21/14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

KAREN PIETRUSZKA
Name and Title of Notary or Justice of the Peace

KAREN PIETRUSZKA
Notary Public
in the State of Connecticut
My Commission Expires May 31, 2018

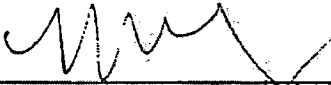
New Hampshire Department of Health and Human Services



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

OFFICE OF THE ATTORNEY GENERAL

9/14/14
Date


Name: Megan A. White
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

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

Canberra Radiochemistry Analyzer System

The contractor shall provide:

- a. Unlimited on-site repair services and toll-free telephone support – performed due to an instrument malfunction.
 - i. Initial diagnostic services will be available during Canberra's normal business hours, (Monday through Friday, 8:30 AM to 5:00 PM EST) via telephone, e-mail or remote access.
 - ii. The contractor will respond by telephone within one business day of the initial call for service. If the problem cannot be resolved over the phone then an on-site visit will be scheduled within 72 hours of the request (excluding Canberra's designated holidays).
 - iii. Labor, parts, travel expenses, and telephone assistance costs are no charge.
 - iv. On-site service calls as required, will be performed during the normal business hours of the NH Public Health Laboratories (NIL) (Monday through Friday, 8:00 AM to 4:30 PM EST).
- b. Two (2) Scheduled On-Site Preventive Maintenance (PM) Visits Per 12 Month Period performed once each contract year at a mutually convenient time
 - i. Field Service Engineer will clean, inspect, lubricate, adjust, repair and/or replace parts deemed necessary and perform all maintenance functions as noted in the owner's manual and recommended by the manufacturer.
 - ii. Labor, parts, travel expenses, and telephone assistance costs are no charge.
 - iii. Preventive maintenance will be performed during PHL normal business hours (Monday – Friday, 8:00 AM to 4:30 PM EST).
- c. Software and Documentation Update Releases
- d. Immediate Notification of Critical Software Problems



Exhibit A – Amendment 1

II. Performance Measures

- i. Two (2) on-site preventive maintenance visit each year.
- ii. Unlimited emergency visits.
- iii. Unlimited technical support by telephone and/or email.



Exhibit A – 1 Amendment 1

Completion Date

CONTRACT PERIOD: From August 24, 2011 through August 24, 2017.

CONTRACTOR NAME: Canberra Industries, Inc.

Form P37: Section 1.7 Completion Date:

The completion date is August 24, 2017.



Exhibit B – Amendment #1

Purchase of Services
Contract Price

1. The contract price shall increase by \$66,912.00. The contract shall total \$123,736.66 for the contract term.
2. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

Months of coverage	01 - 12	13 - 24	25 - 36	37 - 48	49 - 60	61 - 72	
Payment Per State Fiscal Year (SFY)	SFY 2012 \$17,294.00	SFY 2013 \$19,283.25	SFY 2014 \$20,247.41	SFY 2015 \$21,225.00	SFY 2016 \$22,286.00	SFY 2017 \$23,401.00	Total \$123,736.66

3. Funding in the amount of \$66,912.00 is 100% Other Funds, Emergency Response Radiochemistry.
4. The cost of this agreement is based on fees for three additional 12-month periods of coverage. Payment for each 12-month period will be paid at the beginning of the period.
5. The first invoice in the amount of \$21,225.00 shall be submitted by the contractor for payment of the fourth 12-month period, within thirty (30) days of approval, August 24, 2014.
6. The second invoice, in the amount of \$22,286.00, shall be submitted by the contractor for payment of the fifth 12-month period, eleven (11) months from the date of the first invoice.
7. The third and final invoice, in the amount of \$23,401.00, shall be submitted by the contractor for payment of the sixth 12-month period, eleven (11) months from the date of the second invoice.
8. Invoices shall be submitted, on Contractor Letterhead, to the individual noted below:

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

Contractor Initials: 

Date: 8/21/14



Exhibit C – Amendment 1

9. Pilot Program for Enhancement of Contractor Employee Whistleblower Protections: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

Contractor Initials SS
Date 8/21/14



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

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:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex

Exhibit G - Certification of Compliance with Requirements
Pertaining to Federal Nondiscrimination, Equal Treatment
of Faith-based Organizations and Whistleblower Protections
Page 1 of 2

Contractor Initials

SS

Date

8/21/14

New Hampshire Department of Health and Human Services
Exhibit G



against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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 comply with the provisions indicated above.

Contractor Name:

8/21/14
Date

Shannon Stewart / Customer Service
Name: Administrator
Title:

Contractor Initials SS
Date 8/21/14



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

S. William Rogers
Commissioner

June 28, 2011

Nicholas A. Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), Bureau of Laboratory Services, Public Health Laboratories (PHL), Radiochemistry section's request to enter into a contract with Canberra Industries, Inc. LLC of Meriden, Connecticut (Vendor #174785), as described below and referenced as DoIT No. 2011-074.

This is a request for approval to enter into an agreement with Canberra Industries, Inc. to provide repair, maintenance, and support of the proprietary Canberra Radiochemistry Analyzer System to be effective for 36-months commencing upon Governor and Council approval. The total cost of this agreement is \$56,824.66.

A copy of this letter should accompany the Department of Health and Human Services submission to the Governor and Executive Council for approval.

Sincerely,

S. William Rogers

SWR/ltn
Contract #2011-074
RID #11017

cc: Mary Holliday, DHHS, Program Contact

Memo

To: Attorney General's Office, Reviewing Attorney

From: Frank D. Nachman
Chief Legal Counsel



Cc: Mary J. Holliday, MBA, MT (ASCP)
Dr. Jose Montero, Director of Public Health

Date: June 23, 2011

RE: Canberra Industries, Inc.
Service Agreement for Radiochemistry Analyzer Systems

I have attached this memo to advise you that, after negotiations with Canberra Industries, Inc. and careful consideration of the risks and benefits, the Department has agreed with the contractor to modify the standard terms and conditions to exempt Canberra Industries, Inc from consequential, incidental, special or any other indirect damages under this service agreement. All other remedies are reserved to the State, the contractor remains responsible to defend and indemnify the State for all other damages and the insurance standard terms and conditions remain unchanged.

The Canberra Radiation Detection Systems are complex instruments dedicated to the detection and quantification of very small quantities of radioactive materials in environmental samples, food products or other substances. The attached agreement is needed to allow for repairs as required and for regular preventative maintenance to allow the Public Health Laboratories to operate this equipment with minimum interruption.

Maintaining this equipment in good working order is critical to our Public Health Laboratories. At the same time, the risk of sustaining consequential, incidental, special or other indirect damages as a result of this service agreement are remote if not nonexistent. Prior to using the equipment, it is put through a series of quality control tests that will determine whether the equipment is functioning properly. If the equipment fails to pass the quality control testing, no actual tests are run and the service vendor is called.

Our protocol requires retesting any samples that test positive on any of our equipment (*i.e.*, above the NH PHL's administrative control level), which includes testing using a different piece of equipment or by a different methodology in order to confirm the initial result. In addition, such samples could be sent to another laboratory within New England or within an existing national laboratory response network for confirmation of the result. Thus there is redundancy in testing, which minimizes the chances of inaccurate results and any potential liability or damages resulting from the testing. In addition to analyzing standard and control samples, this kind of testing is routinely checked by performing proficiency testing through programs administered by several federal agencies.

Accordingly, we have considered the possibilities and have knowingly agreed to exempt Canberra from consequential, incidental, special or other indirect damages resulting from the attached service agreement. I am happy to discuss this with you further should you have any questions.



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



July 5, 2011

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Laboratory Services, Public Health Laboratories, Radiochemistry Laboratory to enter into a sole source agreement with Canberra Industries, Inc. (Vendor # 174785/R001), 800 Research Parkway, Meriden, CT 06450, in an amount not to exceed \$56,824.66, to provide repair and service of the Canberra Radiochemistry Analyzer System, to be effective for the duration of the thirty six (36) months from the date of approval by the Governor and Council. Funds are available in the following account for SFY 2012, and SFY 2013, and are anticipated to be available in SFY 2014 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts if needed and justified, between State Fiscal Years.

05-95-90-903010-3067 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, EMERGENCY RESPONSE
RADIOCHEM

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY2012	024-500225	Maintenance Other Than Building & Grounds	90030001	\$17,294.00
SFY2013	024-500225	Maintenance Other Than Building & Grounds	90030001	\$19,283.25
SFY2014	024-500225	Maintenance Other Than Building & Grounds	90030001	\$20,247.41
			Total	\$56,824.66

EXPLANATION

This agreement is requested as sole source as the Canberra Radiochemistry Analyzer System is manufactured, sold and serviced exclusively by Canberra Industries, Inc., the original equipment manufacturer. This system consists of two (2) parts, the Canberra High Purity Germanium Detectors and the Tennelec Series 5 XLB. Parts for this system are available only through the manufacturer. Maintenance and repair of the system can and must only be performed by a trained and authorized Canberra field service engineer.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
July 5, 2011
Page 2

Funds in this agreement will be used for emergency repairs and service, as well as for required preventive maintenance service on the Canberra Systems. The Radiochemistry Laboratory collects and analyzes environmental samples in the vicinity of the Vermont Yankee and Seabrook Station Nuclear Power Plants as well as other locations throughout the State. Routine data collected prior to a radiological emergency constitutes the State's baseline data, which would be used for comparison against samples collected during a radiological emergency. Maintaining the Canberra instrument in a ready and operating condition is an essential part of the New Hampshire Nuclear Emergency Response Plan (NHNERP), which is mandated by RSA 107-B.

Should Governor and Executive Council not authorize the Request, the system may become inoperable and the State would be unable to analyze environmental samples and determine the risk to the public.

As referenced in Exhibit C, section 4, 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. This option is to take advantage of a multi-year guaranteed fee without increases and to assure continuous coverage of the systems. These services were contracted previously with this vendor for thirty-six (36) months, with payments in SFY 2008, SFY 2009, and SFY 2010, for a total of \$55,500.00. This contract represents an increase of \$1,324.66 over three years.

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

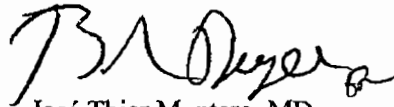
- Two (2) on-site preventative maintenance visits each year
- Unlimited emergency visits
- Unlimited technical support by telephone and/or email

Area Served: Statewide.

Source of Funds: 100% Other (Utilities) from the Department of Safety, Homeland Security and Emergency Management (HSEM) derived from the assessment to Utilities in accordance with RSA 107-B.

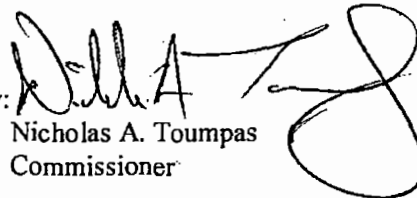
In the event that the Other (Utilities) funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/MJH/mlj

Subject: Major Contract: Repair and Service Agreement for the Canberra Radiochemistry Analyzer System

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Canberra Industries, Inc.		1.4 Contractor Address 800 Research Parkway Meriden, CT 06450	
1.5 Contractor Phone Number 1-800-255-6370	1.6 Account Number 010-090-3067-024-50025	1.7 Completion Date See exhibit A-1	1.8 Price Limitation \$56,824.66
1.9 Contracting Officer for State Agency Joan H. Ascheim, Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature <i>Sharon Kaika</i>		1.12 Name and Title of Contractor Signatory Sharon Kaika, Sr. Service Contract Support	
1.13 Acknowledgement: State of <u>CT</u> County of <u>NEW HAVEN</u> On <u>June 8, 2011</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 <i>Karen Pietruszka</i> [Seal]		KAREN PIETRUSZKA Notary Public In the State of Connecticut My Commission Expires May 31, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace KAREN PIETRUSZKA			
1.14 State Agency Signature <i>Joan H. Ascheim</i>		1.15 Name and Title of State Agency Signatory Joan H. Ascheim, 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: <i>Jeanne P. Herick, Attorney</i> On: <i>21 July 2011</i>			
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.

NH Department of Health and Human Services

Exhibit A

Scope of Services

Repair, Maintenance & Support of Canberra Radiochemistry Analyzer System

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

CONTRACTOR NAME: Canberra Industries, Inc.

ADDRESS: 800 Research Parkway
Meriden, CT 06450

SR. SERVICE CONTRACT SALES SPECIALIST: Sharon Kaika

TELEPHONE: 1-800-255-6370

FAX: 1-203-235-1347

EMAIL: techsupport@canberra.com

VENDER #: 174785/R001

The Contractor shall provide:

- A. Thirty-six month maintenance and repair service agreement for the *Canberra Radiochemistry Analyzer System* (Apex Gamma Spectroscopy and S5XLB Alpha/Beta Counting systems):

Description	Quantity	Serial Number
Apex Gamma Desktop/Genie 2K System # 10045476 with Software and PC support	1	10045476
Dell Optiplex 760 Minitower 19" Monitor 1	1	PCHDWR
NIM Bin Power Supply	1	
556 Ethernet Acquisition Interface Module (AIM)	1	
Micro-Mau Transceiver 802.3	1	
ICB 6 KV High Voltage Power Supply	1	
ICB 6 KV High Voltage Power Supply	1	
ICB Digital Signal Processor	1	
ICB Digital Signal Processor	1	
Detectors		
Germanium Coaxial Detector *	1	06922978
Vertical Dipstick Cryostat	1	
Germanium Coaxial Detector *	1	07017413
Vertical Dipstick Cryostat	1	
* Return-to-factory for repair.		
Software		
S500CS Genie-2000 Basic Spectroscopy Support	1	
S501CS Genie-2000 Gamma Analysis Support	1	
S505CS Genie-2000 Quality Assurance Support	1	
S506CS Genie-2000 Interactive Peak Fit Support	1	
S700CS Apex Gamma Desktop License Support	1	
Alpha/Beta Counting System # 200 97-4781		
LB5100 Series 5 XLB	1	83323
Software		
Eclipse Software Support	1	

1. Unlimited Emergency On-Site Repair Services And Toll-Free Telephone Support – performed due to a system malfunction
 - Initial diagnostic services will be available during Canberra Industries, Inc.'s normal business hours, (Monday through Friday 8:30 AM to 5:00 PM EST) via telephone.
 - If the problem cannot be resolved over the telephone then an on-site visit will be scheduled within 72 hours of the request (excluding Canberra's designated holidays).
 - On-site service calls, as required, will be performed during the normal business hours of the NH Public Health Laboratories (PHL) (Monday through Friday, 8:30 AM to 4:30 PM EST)
 - Labor, parts, travel expenses, and telephone assistance costs are included in the cost of the agreement.
 - Exception to On-Site Repair - The Germanium Coaxial Detectors will be returned to the factory for repairs

2. Two (2) Scheduled On-Site Customized Assistance/Preventive Maintenance (PM) Visits Per 12-Month Period:
 - High usage parts will be serviced and/or replaced, the machine will be thoroughly inspected, and set up for optimal operation
 - The Preventative Maintenance Visit will occur between the hours of 8:30 AM and 4:30 PM EST, Monday through Friday
 - Labor, parts, travel expenses, and telephone assistance costs are included in the cost of the agreement.

3. Unlimited Replacement Parts

4. Unlimited Technical Support:
 - Monday through Friday 8:30 AM. to 5:00 PM EST
 - Excluding CANBERRA Designated Holidays

5. Software and Documentation Update Releases

6. Immediate Notification of Critical Software Problems

7. Delivery

All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.

Discounts

- A 10% Multi-System Discount will be applied when 3 or more of the above Alpha/Beta systems are covered under the same Service Contract.

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NH Department of Health and Human Services

Exhibit A-1

Scope of Services

Repair, Maintenance & Support of Canberra Radiochemistry Analyzer System

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

CONTRACTOR NAME: Canberra Industries, Inc.

ADDRESS: 800 Research Parkway
Meriden, CT 06450

SR. SERVICE CONTRACT SALES SPECIALIST: Sharon Kaika

TELEPHONE: 1-800-255-6370

FAX: 1-203-235-1347

EMAIL: techsupport@canberra.com

VENDER #: 174785/R001

Form P37: Section 1.7 Completion Date:

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

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NH Department of Health and Human Services

Exhibit B

**Purchase of Services
Contract Price**

Repair, Maintenance & Support of Canberra Radiochemistry Analyzer System

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

CONTRACTOR NAME: Canberra Industries, Inc.

ADDRESS: 800 Research Parkway
Meriden, CT 06450

SR. SERVICE CONTRACT SALES SPECIALIST: Sharon Kaika

TELEPHONE: 1-800-255-6370

FAX: 1-203-235-1347

EMAIL: techsupport@canberra.com

VENDER #: 174785/R001

Vendor # 174785

Job # 90030001

Appropriation # 010-090-3067-024-50025

1. This agreement is funded from 100% Other (Utility) funds from the New Hampshire Department of Safety, Homeland Security and Emergency Management (HSEM).
2. A total payment of up to \$56,824.66 shall be made to the Contractor as specified in Section 1.8, Price Limitation, of the General Provisions. Pricing for the contract is as follows:

Items	SFY 2012	SFY 2013	SFY 2014	TOTAL
Apex Gamma Desktop System #10045476 (upgraded from 200 97-4665). Software and PC currently supported under Contract 3071 through 10/14/2011.	\$7,980.00	\$8,379.00	\$8,797.95	\$25,156.95
Credit for Apex Gamma System Software and PC currently under Contract 3071. Amount to be adjusted based on approved start date of contract.	-\$1,071.00	\$0.00		-\$1,071.00
Detectors (Return to factory for repair)	\$4,400.00	\$4,620.00	\$4,851.00	\$13,871.00
Software (Included in system price)	\$0.00			\$0.00
Subtotal for Apex Gamma Desktop System #10045476	\$11,309.00	\$12,999.00	\$13,648.95	\$37,956.95
Alpha/Beta Counting System #200-97-4781	\$5,985.00	\$6,284.25	\$6,598.46	\$18,867.71
Total Canberra Radiochemistry Analyzer System	\$17,294.00	\$19,283.25	\$20,247.41	\$56,824.66

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6-14-11

3. Payment for the services shall be paid according to the payment schedule below.
 - a. The first invoice in the amount of \$17,294.00 shall be submitted by the contractor for payment, within 30 days of approval of the contract by Governor and Council. This is for payment for the first 12 months of the agreement.
 - b. A second invoice, in the amount of \$19,283.25 shall be submitted by the contractor for payment, eleven (11) months from the date of approval of the contract by Governor and Council. This is for payment for the second 12 months of the agreement.

c. A third and final invoice in the amount of \$20,247.41 shall be submitted by the contractor for payment, twenty-four (24) months from the date of approval of the contract by Governor and Council. This is for payment for the third 12 months of the agreement.

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. Labor, parts, travel expenses, and telephone assistance costs are included in the cost of the agreement.
6. Payment will be made by the State of New Hampshire, subsequent to approval of the submitted invoice.

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Exhibit C
Special Provisions

1. **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.
2. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract.
3. **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 directed 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.
4. **Renewal:** This Agreement has the option to renew for three (3) additional years, pending availability of funding, the agreement of the parties, and approval by Governor and Council.
5. **Conditional Nature of Agreement:** Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

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.

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

10.1 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.

7. Limitation Of Remedies And Limitation Of Liability.

This provision, including the warranty statement and exclusions set forth below, is intended to modify paragraph 8 and paragraph 13 of the Form P-37 State contract standard terms and conditions, which are hereby reserved to the State to the extent not specifically modified by this provision:

a. In no event shall Seller or its subcontractors have any liability to Buyer for any special, indirect, incidental, consequential, exemplary or penal loss or damage of any nature whatsoever, including without limitation, damage to or loss of plant or equipment, expense involving interest charges or cost of capital, loss of profits or revenues, cost of substitute equipment, facilities or services, cost of purchased or replacement power (including additional expenses incurred in using existing power facilities), or claims of buyers customers.

b. In no event shall the liability of Seller and its subcontractors for damages arising out of or connected with the contract, or the performance of or breach thereof, or the design, manufacture, sale, resale, delivery, installation, use, operation, maintenance, or repair of the goods an/or services provided under the contract, whether in contract, tort (including negligence), strict liability or otherwise, exceed the purchase price or the price paid of such goods and/or services.

8. Warranty Statement

Canberra (we, us, our) warrants to the customer (you, your) that for a period of ninety (90) days from the date of shipment, software provided by us in connection with equipment manufactured by us shall operate in accordance with applicable specifications when used with equipment manufactured by us and that the media on which the software is provided shall be free from defects. We also warrant that (A) equipment manufactured by us shall be free from defects in materials and workmanship for a period of one (1) year from the date of shipment of such equipment, and (B) services performed by us in connection with such equipment, such as site supervision and installation services relating to the equipment, shall be free from defects for a period of one (1) year from the date of performance of such services.

If defects in materials or workmanship are discovered within the applicable warranty period as set forth above, Canberra shall, at its option and cost (A) in the case of defective software or equipment, either repair or replace the software or equipment, or (B) in the case of defective services, re-perform such services.

9. Exclusions

Our warranty does not cover damage to equipment which has been altered or modified without our written permission or damage which has been caused by abuse, misuse, accident, neglect or unusual physical or electrical stress, as determined by our Service Personnel.

We are under no obligation to provide warranty service if adjustment or repair is required because of damage caused by other than ordinary use or if the equipment is serviced or repaired, or if an attempt is made to service or repair the equipment, by other than our Service Personnel without our prior approval.

Our warranty does not cover detector damage due to neutrons or heavy charged particles. Failure of beryllium, carbon composite, or polymer windows or of windowless detectors caused by physical or chemical damage from the environment is not covered by warranty.

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and

- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

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

Sharon Kaika, Sr. Service Contract Support Spec.
 Name and Title of Authorized Contractor Representative

Sharon Kaika 6-8-11
 Contractor Representative Signature Date

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

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

Sharon Kaibe
Contractor Signature

Sr. Service Contract Support Spec.
Contractor's Representative Title

Canberra Industries, Inc.
Contractor Name

6-8-11
Date

NH Department of Health and Human Services

Standard Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

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

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this 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 rule implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties.)

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

PRIMARY COVERED TRANSACTIONS

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

Lower Tier Covered Transactions

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

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

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

<p><u>Sharon Kaika</u> Contractor Signature</p>	<p><u>Sr. Service Contract Support Spec.</u> Contractor's Representative Title</p>
<p><u>Canberra Industries, Inc.</u> Contractor Name</p>	<p><u>6-8-11</u> Date</p>

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Sharon Linker
Contractor Signature

Sr. Service Contract Support Spec.
Contractor's Representative Title

Canberra Industries, Inc.
Contractor Name

6-8-11
Date

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Sharon Kaib
Contractor Signature

Sr. Service Contract Support Spec.
Contractor's Representative Title

Canberra Industries, Inc.
Contractor Name

6-8-11
Date

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

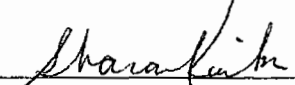
In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

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

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

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

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



(Contractor Representative Signature)

Service Contract Support Spec.
(Authorized Contractor Representative Name & Title)

Canberra Industries, Inc.
(Contractor Name)

6-8-14
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is:

01759 2135

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

NO

YES

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

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

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

NO

YES

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

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

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

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____