



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.

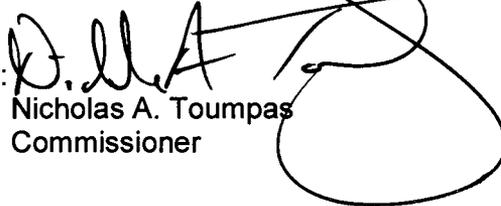
In the event that the Other (Utilities) funds become no longer available, General Funds will not be requested to support this program.

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,

A handwritten signature in black ink that reads "Peter C. Hastings".
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

- Delete Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance
- 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.



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 Sept 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, 2016

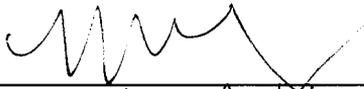
New Hampshire Department of Health and Human Services



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. York
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.



**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 – OJJD 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

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 State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CANBERRA INDUSTRIES, INC. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on December 11, 2001. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of August, A.D. 2014

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

William M. Gardner
Secretary of State



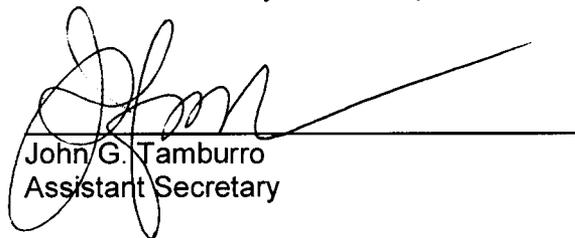
CANBERRA

SECRETARY'S CERTIFICATE

The undersigned, Assistant Secretary of CANBERRA INDUSTRIES, INC. a Delaware corporation, (the "Corporation"), does hereby certify the following:

1. That I am the duly elected Assistant 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 aforesaid Senior Service Contract Support Specialist regarding the subject Agreement are 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 2nd day of September, 2014.



 John G. Tamburro
 Assistant Secretary

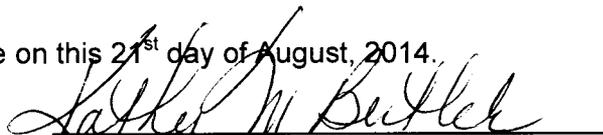
State of Connecticut

ss: Meriden

County of New Haven

The foregoing instrument was acknowledged before me on this 21st day of August, 2014.

SANDY M. BUTLER
 Notary Public
 In the State of Connecticut
 My Commission Expires July 31, 2017



 Notary Public
 Commission Expires: 7-31-2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/05/2014

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

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

PRODUCER Willis of New York, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C NO. EXT):	877-945-7378	FAX (A/C NO.): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#	
	INSURER A: AXA Insurance Company	33022-001	
INSURED Canberra Industries, Inc. 800 Research Parkway Meriden, CT 06450	INSURER B: National Union Fire Insurance Co. of Pitt	19445-001	
	INSURER C: Insurance Company of the State of Pennsylv	19429-001	
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 21909469

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	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PCS00040414	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA0934176	4/1/2014	4/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XS00040514	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC004375768	4/1/2014	4/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
B				WC004375769	4/1/2014	4/1/2015	E.L. EACH ACCIDENT \$ 1,000,000
B				WC004375770	4/1/2014	4/1/2015	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
B				WC009876302	4/1/2014	4/1/2015	E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

The State of New Hampshire Department of Human Health Services Attn: Contracts & Procurement Unit 129 Pleasant Street Concord, NH 03301	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

Coll:4481862 Tpl:1796588 Cert:21909469 © 1988-2010 ACORD CORPORATION. All rights reserved.

Handwritten initials/signature



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

G&C Approved

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

Date 8/24/11
Item # 41

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:

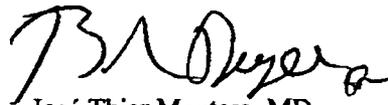
- Two (2) on-site preventative maintenance visits each year
- Unlimited emergency visits
- Unlimited technical support by telephone and/or email

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.

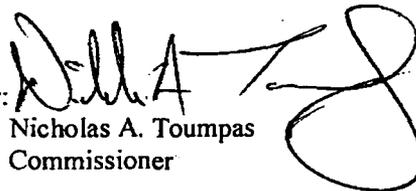
In the event that the Other (Utilities) funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/MJH/mli



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/doi

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.

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 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:

Item Description	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 4000 Counting System #200-97-478	\$5,985.00	\$6,284.25	\$6,598.86	\$18,868.11
Total Canberra Radiochemistry Analyzer System	\$17,294.00	\$19,283.25	\$20,247.81	\$56,824.66

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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.

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.

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 Kiker
Contractor Signature

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

Canberra Industries, Inc.
Contractor Name

6-8-11
Date