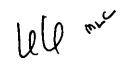
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State of New Hampshire

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

June 18, 2020

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

Requested Action

Authorize the Department of Safety, Division of State Police to enter into a contract with DNA Labs International (VC #307455-P001), 260 SW Natura Ave, 2nd Floor. Deerfield Beach, FL in an amount not to exceed \$555,000.00 for the provision of forensic testing services to assist New Hampshire State Police with forensic analyses and the New Hampshire State Police Forensic Laboratory with the analysis of the State's backlog of sexual assault kits. Effective upon Governor and Council approval through June 30, 2023 with an option to extend for one (1) two-year period at the sole decision of the State. Funding source: '94.59% Federal, 5.41% General.

Funds are available in SFY2021 operating budget and contingent upon availability and continued appropriations in SFY2022 and SFY2023 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-234010-18760000 Dept. of Safety – Div. of State Police – Cold Case Unit GF 103-502664 Contracts for Operational Services – Contract Repairs; Machine, Equip.	<u>\$FY2021</u> \$10,000.00	<u>SFY2022</u> \$10,000.00	<u>\$FY2023</u> \$10,000.00
02-23-23-234010-31270000 Dept. of Safety – Div. of State Police – Backlog Reduction Program 103-502664 Contracts for Operational Services – Contract	\$175,000.00 \$185,000.00	\$175,000.00 \$185,000.00	\$175,000.00 \$185,000.00
Repairs; Machine, Equip.	•	TOTAL	\$555,000.00

Explanation

This contract provides forensic testing services to assist New Hampshire State Police with forensic analyses beyond the scope of the current New Hampshire State Police Forensic Laboratory testing services and the New Hampshire State Police Forensic Laboratory regarding the analysis of the State's backlog of sexual assault kits. The results of the forensic testing evidence will be used at trial with expert witnesses from DNA Labs International being called upon as needed to offer direct testimony. These scientific experts will also be subject to cross examination by defense counsel. Therefore, it is essential to use an internationally accredited forensic laboratory that has a track record of providing reliable testing and subsequent testimony. DNA Labs International has been used by numerous law enforcement agencies and government forensic laboratories to process criminal casework. These cases are tried by the Attorney General's Office and the Department of Safety Prosecution Unit throughout the State of New Hampshire.

The Division of State Police released a Request for Proposal (RFP DOS 2020-06) which was advertised on the Purchase & Property website from April 8, 2020 through May 1, 2020. Proposals were received from Bode Technology, DNA Labs International, Gene by Gene, and Sorenson Forensics d/b/a Genetic Technologies with DNA Labs International submitting the qualified low bid.

Robert L. Quinn

Commissioner of Safety

RFP # RFP DOS 2020-06	SERVICES	ERVICES BID: Forensic DNA Testing										
DATE POSTED: 4/8/2020	DATE CL	DATE CLOSED: 5/1/2020										
The second secon	72.34.	REP S	CORING SUMMARY	The state of the s								
RPT CRITERIA	MAX# OF PTS:	VENDOR NAME BODE TECHNOLOGY	VENDOR NAME DNA LABS	VENDOR NAME GENE BY GENE	VENDOR NAME SORENSON FORENSICS	VENDOR NAME*						
I. QUALITY	. 20	20	20		19.6	<u> </u>						
2. REPORTING	15	15	14.8		14.8							
3. DATA	15	15	15		14,8							
4. CAPACITY	10	10	10		10							
5. BASE CONTRACT COSTS	40	24	39.4		32.8							
TOTAL POINTS	100	81	99.2	NON-COMPLIANT	92							

DEFINITIONS OF EACH SCORING CRITERIA

 Quality - is defined as the Yendors ability to provide proof of their occreditation, a current FBI on site visit, and all audit documentation to demonstrate compliance with FBI QAS Standard 17.

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- Reporting is defined as written communication of when case results are or will be delivered, case report format, and a plan of expected verbal communication between the vendor laboratory and NHSP and NHSPFL.
- Data is defined as outlining an acceptable data delivery system, ability to provide NHSPFL with training on the contents of data generated on NHSPFL cases, and a plan of adherence to the criteria for ownership of data by NHSPFL.
- 4. Capacity Is defined as the Vendors laboratory's ability to meet the minimum case capacity anticipated per year for both NHSP and NHSPFL.
- 5. Base Contract Costs Total Costs

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NAME AND POSITION TITLE OF EVALUATOR ?	EVALUATOR'S QUALIFICATIONS
Sgl. Mollhew Koehler	Sergeant Matthew Koehler has over 20 years of investigative experience with the New Hampshire State Police. He started his career as a patrol Trooper, assigned to the Northernmost two counties in New Hampshire. He was assigned as a K-9 handler for 8.5 years and also served as a Field Troining officer and a member of the SERT unit. He has been a member of the Mojor Crime Unit since 2011. He has worked on a multifude of active and historic homicides throughout his career. He was assigned as Commander of the NH Cold Case Unit In 2018, and manages the 130 unsolved homicide, and missing person cases, designated by the New Hampshire Atlaney General's Office. Sgt. Koehler has a Bachelor of Science degree from the University of New Hampshire.
	•

¹¹ more than 5 vendors are being scored, if more than 5 criteria are being used, or if evaluation consists of more than one phase, please contact Doris Becker at the Dept. of Safety Business Office (223-8008) for an expanded bid summary form.

Sgl. Matthew Amatucci	Sergeant Matthew Amalucal has over 15 years of New Hampshire Law Enforcement experience and has been a member of the Major Crime Unit for nearly 5 years. He has a Bachelor of Arts degree in Criminal Justice from Saint Anselm Coffege and a Master's degree in Justice Administration from Norwich University. He is a graduate of the 139th Full Time New Hampshire Police Academy and began his career with the Somersworth Police Department. During his tenure in Somersworth he held the rank of patrol Sergeant for approximately 5 years. In 2012 he was hired by the New Hampshire State Police and in 2015 was transferred into the Major Crime Unit. In 2016 he became a polygraph examiner and is currently the Polygraph Unit Commander for the State Police. In 2018 he was promoted to the rank of Detective Sergeant, tasked with overseeing active homicide and suspicious death investigations as well as officer involved shooting investigations.							
Megan O'Donnell	Criminalist III with the New Hampshire State Police Forensic Laboratory and unit supervisor of the Forensic Biology Unit. She has been with New Hampshire for four years and in the field of forensic biology for eleven years.							
Alicla Morakis	Criminalist in Forensic Biology since 2008; CODIS State Administrator							
Katie Swango	DNA Criminalist II since 2008; DNA technical leader since November 2018 CODIS alternate state administrator since summer 2019							

^{*} If more than 5 vendors are being scored, if more than 5 criteria are being used, or if evaluation consists of more than one phase, please contact Doris Becker at the Dept. of Safety Business Office (223-8008) for an expanded bid summary form.

Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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

GENERAL PROVISIONS

 IDENTIFICATION. 											
1,1 State Agency Name		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305									
Dept. of Safety, Div. of Sta	te Police										
.3 Contractor Name		1.4 Contractor Address 260 SW Natura Ave, 2 nd Floor Decrfield Beach, FL 33441									
DNA Labs International											
1.5 Contractor Phone Number	1,6 Account Number	1.7 Completion Date	1.8 Price Limitation								
(954) 426-5163	AU 1876 / 3127	June 30, 2023	\$555,000.00								
1.9 Contracting Officer for Cynthia Hagerty	r State Agency	1.10 State Agency Telepho 603-223-8437	ne Number								
1.11 Contractor Signature		1.12 Name and Title of Co	ontractor Signatory.								
K Worn C	(Canisor) Date: 6-4-2020	Kirster Charle	son, President								
1.13 State Agency Signat	ure.	1.14 Name and Title of St	ate Agency Signatory								
Medha	Date: 7/15/26	Steven R. Lavoie, Director	of Administration								
1.15 Approval by the N.H.	Department of Administration, Div	ision of Personnel (if applicabl	le)								
Ву:	• •	Director, On:									
1.16 Approval by the Atte	mey General (Form, Substance and	Execution) (if applicable)									
By:	A Ko	On: 7/20/20	526a								
1.17 Approval by the Gov	ernor and Executive Council (if app	licable)									
G&C Item number:		G&C Meeting Date:	:								
L	•										

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, climinates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 Norwithstanding 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 hercunder, 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

Page 2 of 9

- 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. 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.

Contractor Initials KAC
Date 6-7-2020

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.
- 8.3. 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.

9. TERMINATION.

- 9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
- 9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 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.

- 12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
- 12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.
- 13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials KAC
Date 6-4-2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and
- 14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.
- 17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.
- 18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.
- 19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.
- 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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

EXHIBIT A SPECIAL PROVISIONS

There are no special provisions.

EXHIBIT B SCOPE OF SERVICES

DNA Labs International (Contractor) of Deerfield Beach, FL, is being contracted by the Department of Safety, Division of State Police (State Agency) to provide forensic testing services to assist New Hampshire State Police (NHSP) with forensic analyses beyond the scope of the current New Hampshire State Police Forensic Laboratory (NHSPFL) testing services and the NHSPFL with the analysis of state's backlog of sexual assault kits.

The Contract will become effective upon Governor and Council approval through June 30,2023. The Contract may be extended for one (1) two-year term at the option of the State Agency alone.

The State Agency will have the right to terminate the contract at any time by giving the Contractor a thirty (30) day written notice.

Contractor shall provide the following services:

Technical Specifications

- Serological testing (blood, semen, and saliva) or Y screening as needed for any samples or sexual
 assault kils proceeding to DNA analysis.
- Sexual Assault Kit Testing:
 - All samples on any plate-based procedure will contain only samples from New Hampshire submissions
 - Case details will be considered for all sexual assault kits in determining probative value for the samples contained within the kit
 - o DNA extraction on every positively screened sample from a sexual assault kit
 - A positive screen may include traditional serological methods (blood, semen, or saliva, etc.) or Y screen testing
 - o DNA quantitation on every sample that has been extracted
 - If after quantitation the female to male ratio better supports Y STR testing rather than traditional STRs, NHSPFL will be contacted to discuss best options for further testing
 - If after quantitation results support traditional STR testing, the PowerPlex Fusion 5C System will be used on the 3500 series genetic analyzer
 - If a mixture cannot be deconvoluted without the use of probabilistic genotyping,
 NHSPFL will be contacted to determine how to proceed
 - For cases approved for probabilistic genotyping, STRMix software will be used

Contractor Initials KAC

Ownership of DNA Data

- With the exception of sexual assault kits, all testing that could result in possible CODIS upload must be pre-approved by NHSPFL
 - Upon submission of any New Hampshire case not submitted by NHSPFL for nuclear STR analysis with the goal of locating perpetrator DNA, the DNA Technical Leader or CODIS Administrator at NHSPFL must be contacted to ensure that CODIS-eligibility has been determined and documented, regardless of the submission of a known sample for direct comparison.
 - No testing on these samples may proceed prior to receiving notification of CODIS eligibility
- Samples for potential CODIS entry must be tested using PowerPlex Fusion 5C System and run on the 3500xL Genetic Analyzer.
 - All amplifications must be in the full 25 µL volume.
 - No post-PCR processing of amplified samples will be accepted.
 - Samples must be analyzed with GeneMapper ID-X software. The 20% stutter filter may not be applied to any evidence samples.
 - If a reagent blank or negative amplification control must be re-run, all
 associated case samples must be re-run simultaneously as well, unless it
 is clearly documented that the control was re-run on the same
 instrument as the samples were originally run.
- All analysts who work on New Hampshire cases must remain current with external proficiency testing for casework using the PowerPlex Fusion 5C system.
- Upon completion, all bench notes, chain of custody, and data generated will be submitted to the NHSPFL for technical review prior to CODIS upload.

Delivery of Data

- o Data and reports will be delivered electronically via the Contractor's FTP secure site.
 - For sexual assault kits, all reports will be delivered in batch format as follows:
 - Each kit/case will have an individual case report with supporting data.
 - All lab worksheets and control data will be delivered in a folder that is separate from the individual case reports and supporting data.
 - The case file data will reference the appropriate forms and control data applicable to the samples of the case.

Quality Expectations

- If during the course of the contract the accreditation certificate expires, the NHSPFL must be provided with information regarding re-accreditation in a timely manner. In no case shall an accreditation be allowed to lapse during the term of this contract or its options.
- o The NHSPFL must also be provided with any external audit documentation and the laboratory's responses to any findings that are generated for the length of the contract. Such audit documentation shall be provided to NHSPFL no later than one month from the date the documentation is received by the contractor.
- Any quality issues, including but not limited to Corrective Actions, related to NHSPFL cases or analysts working on NHSPFL cases will immediately be brought to the attention of NHSPFL's technical leader.

Capacity for analyses

- Vendor shall have the capacity to complete at the minimum the following per fiscal year:
 - NHSP 20 kits/cases (approximate)
 - NHSPFL 150 (minimum) sexual assault kits/cases (approximate)

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Contractor Initials KA

See Cost Proposal [Per RFB DOS 2020-06 Attachment A - Bid Offer (page 9] of the contract.

Requirements

The Contractor is responsible for supplying the State Agency with documentation demonstrating the accreditation to ISO/IEC 17025. General Requirements for the Compliance of Testing and Calibration Laboratories, with a Scope of Accreditation pertinent to the testing to be provided.

The Contractor is responsible for supplying the State Agency with documentation demonstrating they are current with the FBI Onsite Vendor Laboratory Visit Program (OVP) for Outsourcing in accordance with the FBI QAS Standard 17 and NDIS.

Deliverables

Deliverable #	Deliverable	Duration
1	Initial Set Up	After 7/1/2020
2	On-Site Project Meeting	On or around 7/15/2020
3	Transmission of Data	After 7/1/2020 - on going
4	Changes and Modifications of Procedures	After 7/1/2020 - on aging

Task 1 – Initial Set up

The objective of the initial set up is to address the Contractor's accreditation, review documentation from an FBI onsite program visit, compliance with the FBI's Quality Assurance Standards for Forensic Testing Laboratories, particularly Standard 17, and NDIS requirements.

Deliverable 1

All data related to the above will be provided to the Forensic Biology Technical Leader for review and approval before testing will commence. This shall include: most recent external audit, current ISO accreditation certificate including scope of testing, validation studies for PowerPlex Fusion 5C System on 3500 series, and any changes or modifications to methods or software since the initial validation, standard operating procedures for amplification, analysis and interpretation.

Task 2 - On-Site Project Meeting

The objective of the On-Site Project Meeting will serve to establish proper communication channels for outsourcing and all topics related to data and reports for NHSP cases and the sexual assault kit project.

Deliverable 2

Attendance by the Contractor, NHSP, and NHSPFL is required. The meeting will review the scope of the testing to be done, define the details of laboratory analysis and data interpretation, and provide training on the contents of documentation of testing that NHSP and NHSPFL will receive upon completion of testing.

Task 3 – Transmission of Data

The Contractor will use an FTP to deliver all reports and any additional requested data related to NHSP and NHSPFL cases and sexual assault kits.

Contractor Initials KAC
Date (0.4-2020

Deliverable 3

Upon the completion of cases or sexual assault kit batches, the Contractor will provide all serological, extraction, amplification, and electrophoresis information, including electropherograms and raw data as needed.

Task 4 – Changes and Modification of Procedures

Any material modifications, procedural changes, software upgrades, etc. will be communicated to NHSPFL immediately. NHSPFL will be given time to review the changes before work resumes on any New Hampshire evidence.

Deliverable 4

All data related to the above will be provided to the Forensic Biology Technical Leader for review and approval before testing continues.

Subcontractors

The Contractor shall identify all Subcontractors to deliver required services subject to the terms and conditions of this RFP.

The Contractor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State Agency will consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

At the time of submission, DNA Labs International has identified one sub-contractor for this Contract. Gene by Gene will be responsible for SNP and Whole Genome Sequencing. This Subcontractor is CLIA and AABB accredited.

Gene by Gene 1445 North Loop West, Suite 820 Houston, TX 77008 (713) 474-2401 or (832) 422-0004

EXHIBIT C PRICING AND PAYMENT TERMS

The contractor shall invoice the Department of Safety, Division of State Police as work is completed during the contract period.

The Department of Safety, Division of State Police agrees to make payment of such invoices within thirty (30) days of receipt of the invoice and the State Agency's approval and acceptance. The Contractor agrees not to exceed the contract total of \$.\$555,000.00.

Page 8 of 9

Contractor Initials

Date To 11-2028

Attachment A - Bid Offer - Section VI - Cost Proposal

		Base Contract Term									ı		Cock	nel Terra		7	
	·		ſ	Y70)			FYZ	222	F	12013	7	PY.	2024			1025	1
		(tru	N 1 5050	riui; - (30, 2021)	(Ady 1	2021 - 3	uma 30, 2022}	(MAY 1 2022	- June 30, 202	31		June 30, 2024)	()wy		June 30, 2025)	
			deed Tur	100	d Jervices	Standary		Rout Services	Standard Tan	Rush Servi		Standard furn	Rush Services		rd turn	Rush Services	Bose Contract Term
			and Tire	'	2 weeks	Around	THEN#	2 meets	Around Time	2 1000		Around Time) weeks		nd Thoma Perts	Z weeks	Average Cost
34	a Variables as Section 1 - Mandatory DNA Identification & Related Services - American - American			2					n di-ren			A WILL	of Hausafu	_			est bles de les lates et al.
	firmatory Serological Terting																
	Screening for the presence of blood, semen, salve or heir examination											*					
	Small (tess (s.e., sws.b, underwear)	\$	135.0	0	\$47,50	5 1	45.00	\$77.50	\$ 155.00	\$7	7.50	\$113	317.50	T	\$175	\$87.50	5 145.0
	Large item (t.e. clothing, bedding, > 10 hairs)	5	795.0	0 5	297.50	5 7	15.00	\$ 257.50	\$ 735.0	\$ 34	7.00	\$ 755.00	3327.54	3	750 00		
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DNA	Screening:															·	
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STR	and YSTR DNA Analysis:																
	Evidence sample	5	415.0		207.50		35.00	\$ 207.50			7.50			\$	525,00	5 742.50	5 441.6
		5	795.0		377.50		20.00	\$ 410,00			250	\$ 870.00	5 431.0	5	675.00	5 .	5 120.0
		5	191.0	_	17.50		205.00	\$ 102.50	5 215.00		750	\$ 235,00	\$ 112.0	1	\$235.00	\$ 117.54	5 205.0
		3	413.0		207.50		25.00	\$ 207.50	\$ 495.00		7.50		\$ 255.04	5	\$25.00	5 262.50	5 441.6
	Additional cost for second STR technology	٤_	415.0	0 5	207.50	1 4	15.00	\$ 207.50	\$ 455,00	5 74	7.50	\$ \$19.00	\$ 255,00	5	325.00	\$ 242.50	\$ 441,6
	······································																
3 ====	ol Assault Idi Testing (Fusion SC or YSTR Analysis):					, .											
	Per list including serology sessing or Y screening	\$	E55.0		447.50		20.00				2.50				,005.00		5 920.0
	Per Lit not including serology testing or Y screening	5	675.0	0 5	347.50	15 7	15.00	\$ 257.50	\$ 715.00	5 36	7.50	\$ 765,00	\$ 342.50	1 2	795,00	\$ 397.50	\$ 715.0
Fig. 1	A AT NAME A POPULAR AS A SECOND AS A SECON																
Min	schandrial DNA (mtDNA) Sequencing:			-1													
	Extraction and quantitation of evidence sample ONA only	<u>. </u>	295.0		147.50		05.00				7.50				MS		
	Lvidence sample Hair samele mounted on slide in perticular	5	1,695.0		847.50		45,00				7.50	\$ 1,610.00			,105.00		
		3	1,695.0		647.50		45.00	\$ 872.50			7.50	\$ 1,430,40			,905.00		
	Bone, leeth, and unmounted hair samples in particular	3_	1,695.0		847.50		45.00	\$ 872.50			7.50	5 1,450.00			.905.00		
	Reference sample DNA Extract with Reagent Monk	· -	1,695.0		847,50		45,00		\$ 1,785.00		7.50	\$ 1,850.80	3 925.0		.00.20#,		
											7.50	\$ 1,850,00	\$ 925.81		905.00	5 952.50	5 1745 2

SCORE VALUE

\$ 11,900,13

\$5645900000	Section 2 - Additional Professional Services	a a serven	nen watersteller in the control of the second	TYPES STAFFARMS S. H.	_ Mai to	FROM July Jack, week Skill Profession
17	Lipini Strings - Full Buy		Polly modes frete (see positional remburs conte cons			fully leader rate (ne attacastal ryreducycaste casts)
18	Espert Witness - Half Day	\$1,100	fully booked rate (no additional relations seeks)		\$1,475	from levent rate (no operanne) whose record court
11	Expert Witness (Local) - Full Day	\$1,600.00	Authy loaded rate (no additional relations could parts)		57,210	Fully located rate. The examined reimburgeously costs?
10	Expert Witness (Local) - Half Dey	\$1,300	fully looded rate (see additional relations reads (sects)		\$1,425	fally together rate and extensed resourceable costs.)
11	Consulting toll-site)	5250	/ Hour		5825	/ 1944
22	Case Handling Fee (no testing)	\$0.00	/ /		173	/ How

nacional and S	Section 5 OPTIONAL DWA Identification & Related Services 1965-70506-198555	F	C-11-2-14-0		Secretions:		SISTEMAN.		A. Marinda		Statement and a	9.	and the second	7216	o aca isa.		e de terror			12 14	
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0 1	At Vot Testing (per sample)	1	1,295.00		(47.50		1.295 00		647.50	<u> </u>	1,295.00	٤	647,50	<u> </u>	1,755.00	<u> </u>	47.50	\$	1,295.00	5	647.58
07	W-Vac Filter Testing (per sample)	5	475.00	5	247.50	\$	415.00	1 5	247,50	5	495.00	5	247.50	5	415.00	\$	247.50	5	495,00	5	247.50
03	STR Min (per case)	3		\$		3	•	S	•	5		5		5	•	\$	•	5		5	
D4	Probabilistic Genotyping-Other	3	•	5		5		<u> </u>		\$		5	-	5		3		5		5	·)
OS	Genetic Genealogy	3	2,500.00	5		\$	2,500.80	įs	·	5	2,500.00	5		\$	2,3/00.00	3		5	2,500.00	3	
06	Whole Conome Testing	3	1,400.00	. \$	•	\$	1,406.80	[5	•	ş	1,400.00	\$		3	1.400,80	3		\$	1,400.00	\$	· ·
01	Microatray Testing	\$	800,00	\$		\$	800.00	15		3	900.00	\$		9	300,60	\$		5	600,00	5	
OI .	Other	5		\$		\$		1		\$		5		1 \$	•	3		\$		3	
O#	Smell Amplican Testing (per sample)	\$	895.00	5	447.50	5	895.00	1.5	647.50	5	895.00	\$	447.50	\$	875.00	5	447.50	\$	#95.00	3	447.50
010	Animal STR Testing (per sample)	3		5		5		\$.	•	\$	•	5	- :	\$	·	3		\$		\$	

Page 9 of 9

Visit our office at: 260 SW Natura Avenue, 2nd Floor, Deerfield Beach, FL 33441 Send mail to: P.O. Box 910, Deerfield Beach, FL 33443

P. 954,426,5163 www.dnalabsinternational.com

Corporate Resolution of DNA Labs International

I, Kirsten Charlson, hereby certify that I am duly elected President of DNA Labs International. I hereby certify that, the President, Kirsten Charlson is the sole member of the Board of Directors, as such, she is the only officer of the company whereby she encompasses and takes responsibility for all other mentioned job titles in DNA Labs International By-Laws.

Therefore, a meeting of the Board of Directors/shareholders, duly called and held on June 4, 2020, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Kirsten Charlson, President, is duly authorized to enter into contracts or agreements on behalf of DNA Labs International with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: JUNE 4, 2020

TIEST COST

Kirsten Charlson, President

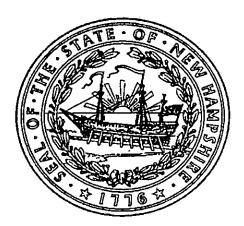
State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DNA LABS INTERNATIONAL, INC. is a Florida Profit Corporation registered to transact business in New Hampshire on May 19, 2020. 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: 842456

Certificate Number: 0004925400



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of June A.D. 2020.

William M. Gardner

Secretary of State

Client#: 1464025 132DNALAB

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/13/2020

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.

PRODUCER	CONTACT Pam Gillmore									
McGriff Insurance Services	PHONE (A/C, No, Ext): 239 433-7169 (A/C, No):	866 802-8680								
13515 Bell Tower Drive	E-MAIL ADDRESS: pgillmore@mcgriffinsurance.com									
Fort Myers, FL 33907	INSURER(S) AFFORDING COVERAGE	NAIC #								
239 433-4535	INSURER A : Evanston Insurance Company	35378								
INSURED	INSURER B : Lloyds									
DNA Labs International, Inc.	INSURER C : Hartford Fire Insurance Company INSURER D :									
PO Box 910										
Deerfield Beach, FL 33443	INSURER E :									
	INSURER F:									
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:									

II C	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.										
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A	X COMMERCIAL GENERAL LIABILITY	INSK	WVD	SM935551	_,		1 EACH OCCURRENCE \$2,000,000				
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	ANY PROPRIETOR PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED?	N/A	-		1		E.L. EACH ACCIDENT	s			
	(Mandatory in NH)	"'`	l				E.L. DISEASE - EA EMPLOYEE	s			
1	If yes, describe under DESCRIPTION OF OPERATIONS below	l				İ	E.L. DISEASE - POLICY LIMIT	5			
Α	Professional Liab			SM935551	04/04/2020	04/04/2021	*See Description				
В	Cyber Liability			WN183443	10/11/2019	10/11/2020	\$500,000/\$2500 ded.				
С	Equipment			21MSZP8249K3	05/26/2019	05/26/2020	0 \$619,421				
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC) 101, Additional Remarks Schedule, ma	_`						
	surer (A) Professional Liability - P		•								
Pro	rfessional Liability Limit #1 (occui	rrend	ce): :	61,000,000 Deductible #1: \$	2,500.00 per	claim					
Lin	nit #2 (aggregate): \$3,000,000										
Ref	roactive Date: 10/01/2009 Covera	ge T	ype:	Claims Made							
ľ											
(Se	e Attached Descriptions)										
CEF	RTIFICATE HOLDER			CAN	CELLATION						
<u></u>				<u> </u>							

CERTIFICATE HOLDER	CANCELLATION
Dept. of Safety Div. of State Police 33 Hazen Drive	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Concord, NH 03305	AUTHORIZED REPRESENTATIVE
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	Paccus

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DESCRIPTIONS (Continued from Page 1)										
* Insurer (C) Scheduled equipment coverage - Policy #21MSZP8249 % wind/hail deductible, \$1,000 all other perils										
•										



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/21/2020

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).

.,	is certificate does not conter rights t		30.0			A T					
PRO	DUCER				CONTACT Automatic Data Processing Insurance Agency, Inc.						
Automatic Data Processing Insurance Agency, Inc.						PHONE [A/C, No, Ext]: 1-800-524-7024 [A/C, No, Ext]: (A/C, No):					
1 Adp Boulevard					ADDRESS:						
Roseland NJ 07068						INSURER(S) AFFORDING COVERAGE INSURED A. Twin City Fire Insurance Company				29459	
						INSORER A.					
INSURED Dna Labs International, Inc						INSURER B:					
						INSURER C:					
PO Box 910						INSURER D :					
						INSURER E :					
Deerfield Beach FL 33441					INSURER F :						
COVERAGES CERTIFICATE NUMBER: 1534295					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.										HICH THIS	
INSR LTR	TYPE OF INSURANCE	INSD	SUBR	POLICY NUMBER		POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMITS			
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	OTHER:						<u></u>	COMBINED SINGLE LIMIT .			
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	ANY AUTO							BODILY INJURY (Per person) \$			
	OWNED SCHEDULED AUTOS						ļ	BODILY INJURY (Per accident) \$			
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)			
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	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A N	70.45C A DOVET 1		03/18/2020	03/18/2021		1,000,0)000		
Α	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		76WECAB3YTJ					1,000,0	000		
	If yes, describe under DESCRIPTION OF OPERATIONS below								1,000,0		
	DESCRIPTION OF OPERATIONS BROW				- i			E.E. DISEASE TI OFFOT EMMT 5			
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	LES (A	CORD	101, Additional Remarks Schedu	ie, may be	attached if mor	re space is requir	ed)			
		·			-		Ţ				
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						CANCELLATION					
CEF	TIFICATE HOLDER				CANC	ELLATION					
State of New Hampshire, Department of Safety-NH State Police					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
33 Hazen Drive						AUTHORIZED REPRESENTATIVE					
	Concord			NH 03305	/(-1(ang)4.)4					
						@ 10	88-2016 ACC	AND CORPORATION AIL	rights	rosorvad	