

84 [Signature]



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

October 21, 2016

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

Requested Action

Authorize the Department of Safety, Division of State Police to amend a contract with Peak Scientific, Inc. (Vendor #153515-P001), 19 Sterling Road, Suite 1, Billerica, MA 01862, in the amount of \$18,009.24, increasing the contract amount from \$23,577.00 to a total amount of \$41,586.24, for maintenance and repair for the second Peak nitrogen generator for the Forensic Laboratory. The original contract was approved by the Department of Safety on December 17, 2014. Effective upon Governor and Council approval through September 28, 2020. Funding source: 100% Agency Income (PBM).

Funds are available in the SFY 2017 operating budget and contingent upon availability and continued appropriations in SFY 2018, 2019 and 2020 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-234010-82390000 Dept. of Safety – Division of State Police – Urine & CODIS Testing Lab
103-500737 Contracts for Operational Services

<u>FY 2017</u>	<u>FY2018</u>	<u>FY2019</u>	<u>FY2020</u>	<u>Total</u>
\$4,122.00	\$4,629.08	\$4,629.08	\$4,629.08	\$18,009.24

Explanation

This amendment provides for continued maintenance of a second nitrogen generator. This second nitrogen generator was recently purchased and includes the first year maintenance; however, there is a significant savings if this amendment is established within the next several months. The purpose of this equipment is to produce a supply of nitrogen at a consistent and regulatory pressure for a Liquid Chromatograph/Mass Spectrometer (LC/MS) instrument that is used to analyze samples for the presence of controlled drugs. Without the generator it would be necessary to purchase liquid nitrogen in special dewers. Not only are these dewers a safety hazard as they contain super cooled liquid nitrogen, they are bulky and take up valuable laboratory space.

Respectfully submitted,

John Barthelmes
Commissioner of Safety

Amendment

This agreement, (hereinafter called the "Amendment") by and between the New Hampshire Department of Safety, Division of State Police (hereinafter referred to as the "State"), and Peak Scientific, (hereinafter referred to as the "Contractor").

Whereas pursuant to an agreement (hereinafter referred to as the "Contract"), in the amount of \$23,577.00, which was approved by the Department of Safety on December 17, 2014, the contractor agreed to perform certain services upon the terms and conditions specified in the contract and consideration of payment by the New Hampshire Department of Safety of certain sums therein.

Whereas the contractor and the state have agreed to amend the contract in certain aspects;

Now therefore, the parties hereto do hereby agree as follows:

1. Amendment and Modification


The contract is hereby amended as follows:

Section 1.8 price limitation is increased by \$18,009.24, increasing the total contract amount from \$23,577.00 to \$41,586.24, for maintenance and repair (including travel, labor and parts) of a 2nd Peak nitrogen generator.

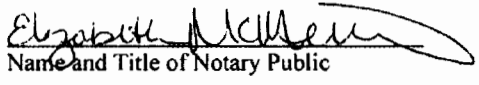
2. Effective Date and Continuance

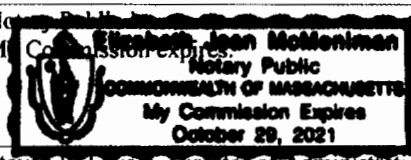
The amendment is effective upon Department of Safety approval. All other terms and conditions of the originally approved contract remain the same.

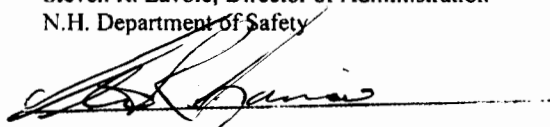
IN WITNESS WHEREOF, the parties set their hands as of the day and year written below.


Kevin Garell; Service & Operations Manager – North America

On September 30, 2016 personally appeared before me Elizabeth McMenamin, whose identity I verified on the basis of Drivers License, to be the signer of the above and she acknowledged that she signed it. Executed the foregoing instrument for the purposes therein contained. IN WITNESS THEREOF, I hereunto set my hand and official seal.


Name and Title of Notary Public

Notary Public
My Commission Expires

Elizabeth Jean McMenamin
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
October 29, 2021
Steven R. Lavore, Director of Administration
N.H. Department of Safety



- Approved by the Attorney General this _____ day of _____, 2016.

- Assistant Attorney General

- _____

Approved by the Governor and Council _____

- Deputy Secretary of State



20 SEPTEMBER 2016

Cynthia Hagerty
Procurement Technician
NH Department of Safety
Division of State Police
Support Services Bureau
33 Hazen Drive
Concord, NH 03305
(603) 223-8437
Fax: (603) 271-2527

I, Robin MacGeachy, the sole owner and stockholder of Peak Scientific, and as result am the singular authority to bind and govern the company, hereby grant Kevin Garell, Service & Operations Manager – North America, to act on my behalf in all matters related to entering agreements or contracts, accept or reject agreements, and to act in whatever necessary to accomplish that is being undertaken.

Regards,



Robin MacGeachy
Owner/Managing Director
Peak Scientific Instruments
Fountain Crescent, Inchinnan Business Park,
Inchinnan
PA4 9RE

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 Peak Scientific, Inc. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on November 11, 2014. 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 29th day of September, A.D. 2016

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/16/2016

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 Marsh USA Inc. Incoming Multinational Client Service Unit 9830 Colonnade Boulevard, Suite 400 PO Box 659520 San Antonio, TX 78265-9520	CONTACT NAME: PHONE (A/C No, Ext): 210-691-4100		FAX (A/C, No): 210-737-3584
	E-MAIL ADDRESS:		
INSURED Peak Scientific, Inc. 19 Sterling Road Suite 1 North Billerica, MA 01862	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Co		
	INSURER B: SENTINEL INSURANCE CO		22403
	INSURER C: ACE Insurance Co of Midwest		
	INSURER D: Hartford Underwriters Ins Co		
	INSURER E: TRAVELERS PROP CAS CO OF AMER		
INSURER F: Republic Vanguard			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		OGLG25701665	03/31/2016	03/31/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		54UECAQ7867	03/31/2016	03/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000		XOOG25701707 Excess of GL	03/31/2016	03/31/2017	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	54WECCU7087	03/31/2016	03/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Excess Liability		ZUP41M2743816 Excess of EL and AL	03/31/2016	03/31/2017	Occurrence 2,000,000 Aggregate 2,000,000
F	Non-Owned Auto Liab. Only		CNO555088100	03/31/2016	03/31/2017	Occurrence 1,000,000

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

CERTIFICATE HOLDER NH State Police Forensic Lab NH Dept of Safety/SP Support Services 33 Hazen Dr, Rm 210 Concord, NH 03305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Martha Elizabeth King</i>
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State of New Hampshire

DEPARTMENT OF SAFETY

John J. Barthelmes, Commissioner of Safety

Division of State Police

James H. Hayes Safety Building, 33 Hazen Drive, Concord, NH 03305



Colonel Robert L. Quinn
Director

December 17, 2014

Elizabeth Bielecki
Director of Administration
Department of Safety
33 Hazen Drive
Concord, NH 03305

Requested Action

Authorize the Department of Safety, Division of State Police Forensic Laboratory to enter into a contract with Peak Scientific, Inc, (VC# 153515-P001), 19 Sterling Road, Suite 1, Billerica, MA, in the amount of \$23,577.00 for the maintenance and repair of the Peak nitrogen generator. Effective upon Business Office approval. Funding source 100% ~~General Funds~~ Agency Income (PBM)

Funds are anticipated to be available in the SFY 2016, 2017, 2018, 2019 and 2020 operating budgets as follows:

02-23-23-234010-82390000 Dept. of Safety – Division of State Police – Urine & CODIS Testing Lab
103-500737 Contracts for Operational Services

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>
\$4,065.00	\$4,878.00	\$4,878.00	\$4,878.00	\$4,878.00

Explanation

This contract will provide ~~for provide~~ for the maintenance and repair (including travel, labor and parts) in accordance with the required specifications in Exhibit A of the contract. The contract will be sole source as the service is proprietary.

Respectfully submitted,

Jeanette Patten
Purchasing Assistant
State Police

Subject: Maintenance & repair of Peak nitrogen generator

FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Dept. of Safety, Div. of State Police		1.2 State Agency Address 33 Hazen Dr., Concord, NH 03305	
1.3 Contractor Name Peak Scientific, Inc.		1.4 Contractor Address 19 Sterling Rd., Ste. 1, Billerica, MA 01862	
1.5 Contractor Phone Number (866) 647-1649	1.6 Account Number Pls. see Exhibit B	1.7 Completion Date September 28, 2020	1.8 Price Limitation \$23,577.00
1.9 Contracting Officer for State Agency Colonel Robert L. Quinn		1.10 State Agency Telephone Number (603) 223-3863	
1.11 Contractor Signature <i>[Signature]</i>		1.12 Name and Title of Contractor Signatory KEVIN GARELL, SERVICE MANAGER AMERKAS	

1.13 Acknowledgement: State of MA, County of Middlesex
 On Nov. 17, 2014, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace
 [Seal] *Stephanie L. Odell*
 STEPHANIE L. ODELL
 Notary Public
 State of Massachusetts
 Commission Expires October 7, 2016

1.13.2 Name and Title of Notary or Justice of the Peace
Stephanie L. Odell

1.14 State Agency Signature
[Signature]
 1.15 Name and Title of State Agency Signatory
 Elizabeth Bielecki, Director of Administration

1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)
 By: _____ Director, On: _____

1.17 Approval by the Attorney General (Form, Substance and Execution)
 By: *[Signature]* On: 11/15/16

1.18 Approval by the Governor and Executive Council
 By: _____ On: _____

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials

KG

Date 4/14/14

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials KE

Date 1/14/17

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

Contractor Initials KG

Date 11/14/14

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF STATE POLICE**

EXHIBIT A

Peak Scientific, Inc., of Billerica, MA, is being contracted by the Department of Safety, Division of State Police Forensic Laboratory to provide maintenance and repair (including travel, labor and parts) of the Forensic Laboratory's Peak nitrogen generator.

The contract will become effective upon Department of Safety approval. The term of the contract will be September 29, 2015 through September 28, 2020. The State shall have the right to terminate the contract at any time by giving the Contractor a thirty (30) day written notice.

EXHIBIT B

The Contractor agrees to invoice the State of New Hampshire on an annual basis:

September 1, 2015 for the period September 29, 2015 – September 28, 2016
September 1, 2016 for the period September 29, 2016 – September 28, 2017
September 1, 2017 for the period September 29, 2017 – September 28, 2018
September 1, 2018 for the period September 29, 2018 – September 28, 2019
September 1, 2019 for the period September 29, 2019 – September 28, 2020

The Contractor further agrees not to exceed the contract total of \$23,577.00 for Fiscal Years 2016 through 2020 (September 29, 2015 through September 28, 2020, \$4,065.00 for Fiscal Year 2016 and \$4,878.00 per Fiscal Year for the duration of the contract). The State of New Hampshire agrees to make payment of such invoices within 30 days of receipt, approval and acceptance by the State.

The appropriate account number for the P-37 form, section 1.6 is:

02-23-23-234010-82390000-500737 – Dept. of Safety – Div. of State Police
103-500737 – Urine & CODIS Testing Lab – Contracts for Operational Services

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>
\$4,065.00	\$4,878.00	\$4,878.00	\$4,878.00	\$4,878.00

EXHIBIT C
SPECIAL PROVISIONS

1. Pursuant to the Manual of Procedures, as amended with approval of the Governor and Executive Council effective September 17, 2014, this service contract does not require separate approval by the Governor and Executive Council. Accordingly, items 1.17 and 1.18 are deleted and 3.1 is amended to delete reference to Governor and Council.
2. Section 18, Amendment, is revised to state "This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto and subject to all state processes for approval of such amendment".
3. Both parties agree to amending section 14.1.1 of the P-37 amount of insurance to agree with the vendor's coverage currently in force of comprehensive general liability in the amount of \$1,000,000.00 each occurrence and excess/umbrella liability of \$2,000,000.00 each occurrence. This is deemed to be sufficient given the nature of the contract.