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MLC

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 271-3201 Office@das.nh.gov



Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

October 4, 2023

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into an amendment to an existing contract (Contract #8003127) with Tri State Generators LLC (VC#271332), Brentwood, NH, for generator maintenance services, to add one existing generator to the contract, with no change to the price limitation of \$600,000 effective upon Governor and Council approval through August 31, 2025. The original contract (Contract #8003127) was approved by Governor and Council on August 17, 2022, Item #82.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

As previously stated, the original contract (Contract #8003127) was approved by the Governor and Council on August 17, 2022, Item #82. It was subsequently amended with Governor and Council approval on February 22, 2023, Item #108.

The Department of Administrative Services Bureau of General Services has requested to have one existing generator added to this contract (Contract #8003127) with Tri State Generators LLC for maintenance services. The generator is no longer under manufacturer's warranty and requires routine maintenance going forward. Under the terms of the original contract (Contract #8003127) The State reserves the right to add/delete items/locations to the contract. This amendment, upon approval, would allow for both annual and semi-annual maintenance to be performed on this generator.

The current price limitation of this contract is \$600,000 with a spend to date of \$159,903.50. The \$600,000 price limitation was intentionally set to allow for additional generators to be added over the term of the contract (Contract #8003127) as the manufacturer's warranties expire.

Contract financials	
Price limitation	\$600,000.00
Less current spend	\$159,903.50
Less this amendment (1 generator)	\$2,406.25
Add remaining available funds	\$437,690.25
Price limitation (no change)	\$600,000.00

Based on the foregoing, I am respectfully recommending approval of the contract amendment with Tri State Generators LLC.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

**SECOND AMENDMENT TO THE CONTRACT
BETWEEN TRI STATE GENERATORS LLC
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR GENERATOR MAINTENANCE SERVICES
CONTRACT # 8003127**

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 19th day of September, 2023, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Tri State Generators LLC hereinafter referred to as "the Contractor") for Generator Maintenance Services.

WHEREAS, pursuant to First Amendment effective January 26, 2023, and an agreement effective September 1, 2022, set to expire August 31, 2025, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Generator Maintenance services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Amend Exhibit C, Pricing Structure, to add one generator out of manufacturer's warranty to the existing contract for the following pricing structure for the period of November 1, 2023, through August 31, 2025:

Agency	Facility Name	Address	Town	Qty	Generator MFR	Model #	Fuel Source	County	Major PM Rate (Sept 2023- Aug 2024)	Minor PM Rate (Sept 2023- Aug 2024)	Major PM Rate (Sept 2024- Aug 2025)	Minor PM Rate (Sept 2024- Aug 2025)	Load testing with Load Bank Sept 2022- Aug 2025
	Records & Archives	9 Ratification Way	Concord	1	Caterpillar	DG250GC	NG	Merrimack	\$395.00	\$95.00	\$395.00	\$95.00	\$300.00

2. All other provisions of the Agreement, approved by the Governor and Executive Council on August 17, 2022, Item #82 shall remain in full force and effect.

Contractor Initials: 
Date: 09/19/2023

Tri State Generators LLC

By: [Signature]
Scott Scherbon, Jr.
(Print Name)

Title: President / Owner

Date: 09/19/2023

STATE OF NEW HAMPSHIRE

By: [Signature]
Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 9-25-23

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]
Duncan A. Edgar
(Print Name)

Title: Attorney

Date: 10/2/23

The foregoing contract was approved by
the Governor and Council of New
Hampshire on

Signed: _____

(Print Name)

Title: _____

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TRI STATE GENERATORS LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 10, 2014. 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: 705603

Certificate Number: 0006217695



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, Scott Scherbon, Jr. hereby certify that:
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory - Print Name)

1. I am the Sole Member/Manager of the Company of Tri State Generators LLC
(Name of Limited Liability Company)
2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Tri State Generators LLC
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.


(Contract Signatory - Signature)

September 19, 2023
(Date)

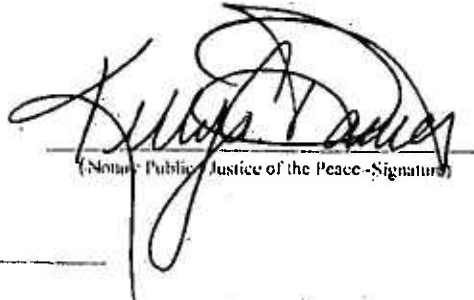
STATE OF New Hampshire
COUNTY OF Rockingham

On this the 19th day of September 20 23 before me Kelly Davies
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared Scott Scherbon, Jr., known to me (or
(Contract Signatory - Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)


(Notary Public / Justice of the Peace - Signature)

Commission Expires: _____

Kelly A Davies
NOTARY PUBLIC
State of New Hampshire
My Commission Expires 5/8/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/11/2023

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 THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Christine Holman, CPCU, CIC PHONE (A/C, No, Ext): (603) 224-2562 FAX (A/C, No): (603) 224-8012 E-MAIL ADDRESS: cholman@rowleyagency.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Cincinnati Ins</td> <td></td> </tr> <tr> <td>INSURER B: Travelers Insurance Co.</td> <td>0060</td> </tr> <tr> <td>INSURER C: Liberty Mutual</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Ins		INSURER B: Travelers Insurance Co.	0060	INSURER C: Liberty Mutual		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Cincinnati Ins														
INSURER B: Travelers Insurance Co.	0060													
INSURER C: Liberty Mutual														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Tri State Generators LLC 18 Route 27 Brentwood NH 03833														

COVERAGES CERTIFICATE NUMBER: 23-24 all lines REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CSU0140859	10/10/2023	10/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			EBA0554844	10/10/2023	10/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<input type="checkbox"/> 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	WCS-318-620280-013 3A States: MA 6JUB-3N16197-2-23 3A States: NH	10/10/2023	10/10/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 covering generator sales and service
 Scott & Rebecca Scherbon are excluded under the work comp policies referenced above.

CERTIFICATE HOLDER State of NH, Dept of Admin Services Bureau of Purchase & Property 25 Capitol Street, Room 102 Concord, NH 03301	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 C Holman, CPCU, CIC/C <i>Christine Holman</i>
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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 271-3201 | Office@des.nh.gov

108 mlw

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

February 8, 2023

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Retroactive** amendment to an existing contract (Contract #8003127) with Tri State Generators LLC (VC#271332), Brentwood, NH, for generator maintenance services, to add eight existing generators to the contract, with no change to the price limitation, effective upon Governor and Council approval for the period of December 1, 2022 through August 31, 2025. The original contract (Contract #8003127) was approved by Governor and Council on August 17, 2022 item #82.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

As previously stated, the original contract was approved by the Governor and Council on August 17, 2022, item #82.

This amendment is **Retroactive** to December 1, 2022 because the manufacturer's warranty expired in October of 2022 and the annual maintenance was scheduled for completion in December of 2022 while this amendment was being written for approval. The Department of Administrative Services Bureau of General Services has requested to have eight existing generators added to this contract with Tri State Generators LLC for maintenance services. The eight generators are no longer under manufacturer's warranty and require maintenance going forward. Request for bid 2633-23 which resulted in a contract award by county for Tri State Generators LLC (Contract #8003127) and Power Up Generator Service Co. (Contract #8003126). This requested amendment is in reference to Carroll, Merrimack, and Rockingham, all of which were awarded to Tri State Generators LLC.

The current price limitation of this contract is \$600,000 with a spend to date of \$33,266.34. The \$600,000 price limitation was intentionally set to allow for additional generators to be added over the term of the contract as the manufacturer's warranties expire.

Contract financials	
Price limitation	\$600,000.00
Less current spend	\$33,266.34
Less added amendment (8 generators)	\$19,250.00
Add remaining available funds	\$547,483.66
Price limitation (no change)	\$600,000.00

Based on the foregoing, I am respectfully recommending approval of the **Retroactive** amendment with Tri State Generators LLC.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

**FIRST AMENDMENT TO THE CONTRACT
BETWEEN TRI STATE GENERATORS LLC
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR GENERATOR MAINTENANCE SERVICES
CONTRACT # 8003127**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 9th day of January, 2023, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Tri State Generators LLC hereinafter referred to as "the Contractor") for Generator Maintenance Services.

WHEREAS, pursuant to an agreement effective September 1, 2022, set to expire August 25, 2025, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain generator maintenance services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties.

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Amend Exhibit C, Pricing Structure to add eight generators out of manufacturer's warranty to existing contract, the following pricing structure for the period December 1, 2022, through August 31, 2025:

Agency	Facility Name	Address	Town	Qty	Generator MFR	Model #	Fuel Source	County	Major PM Rate (Dec. 2022-Aug 2023)	Minor PM Rate (Sept 2023-Aug 2024)	Major PM Rate (Sept 2024-Aug 2025)	Minor PM Rate (Dec. 2023-Aug 2024)	Major PM Rate (Sept 2024-Aug 2025)	Minor PM Rate (Sept 2024-Aug 2025)	Land testing with Load Bank Dec. 2022-Aug 2025
General Svcs.	Spaulding Hall	35 Pleasant Street	Concord	1	Kohler	125RE02JG	Diesel	Merrimack	\$395.00	\$95.00	\$395.00	\$95.00	\$95.00	\$95.00	\$400.00
BFAM	Legislative Office Building	33 North State Street	Concord	1	Kohler	40RE02K	Diesel	Merrimack	\$325.00	\$95.00	\$325.00	\$95.00	\$325.00	\$95.00	\$300.00
BFAM	State Office Park Thayer Building	97 Pleasant Street	Concord	1	Kohler	200RE02JF	Diesel	Merrimack	\$450.00	\$95.00	\$450.00	\$95.00	\$450.00	\$95.00	\$600.00
BFAM	Main Building	105 Pleasant Street	Concord	1	Kohler	125RE02JG	Diesel	Merrimack	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$95.00	\$400.00
General Svcs.	64 South Street	64 South Street	Concord	1	Kohler	200RE02JF	Diesel	Merrimack	\$450.00	\$95.00	\$450.00	\$95.00	\$450.00	\$95.00	\$600.00
HHS	Hampstead Hospital	218 East Road	Hampstead	1	White	110H D4800	Diesel	Rockingham	\$425.00	\$95.00	\$425.00	\$95.00	\$425.00	\$95.00	\$600.00
									DFM w/PM	\$295.00		\$295.00	\$295.00		
									ATS w/PM	\$295.00		\$295.00	\$295.00		
HHS	Hampstead Hospital	218 East Road	Hampstead	1	Caterpillar	D-200-2	Diesel	Rockingham	\$475.00	\$95.00	\$475.00	\$95.00	\$475.00	\$95.00	\$600.00
									DFM w/PM	\$295.00		\$295.00	\$295.00		
									ATS w/PM	\$295.00		\$295.00	\$295.00		
Court Facilities	Conway Circuit Court	35 E Conway Rd. Rt302	Center Conway	1	Kohler	30RE02K	Diesel	Carroll	\$295.00	\$95.00	\$295.00	\$95.00	\$295.00	\$95.00	\$300.00

2. All other provisions of the Agreement, approved by the Governor and Executive Council on August 17, 2022, shall remain in full force and effect.

TRI STATE GENERATORS LLC

By: [Signature]
Scott Scheridan, Jr.
(Print Name)

Title: President

Date: January 9, 2023

STATE OF NEW HAMPSHIRE

By: [Signature]
Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 1-26-23

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]
Patricia A. Rabinowitz
(Print Name)

Title: Assistant Attorney General

Date: 1/30/23

The foregoing contract was approved by
the Governor and Council of New
Hampshire on

FEB 22 2023

Signed: [Signature]
(Print Name)

SECRETARY OF STATE

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TRI STATE GENERATORS LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 10, 2014. 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: 705603

Certificate Number: 0005828255



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of July A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, Scott Scherbon, Jr., hereby certify that:
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory - Print Name)

1. I am the Sole Member/Manager of the Company of TriState Generator, LLC
(Name of Limited Liability Company)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind TriState Generator, LLC
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.


(Contract Signatory - Signature)

07/14/2022
(Date)

STATE OF New Hampshire

COUNTY OF Rockingham

On this the 14th day of July, 20 22, before me MAUREEN MOECKEL
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared Scott Scherbon, Jr. known to me (or
(Contract Signatory - Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)


(Notary Public / Justice of the Peace - Signature)

Commission Expires: MAUREEN M. MOECKEL, Notary Public:
My Commission Expires May 19, 2026

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, Scott Scherbon, Jr. hereby certify that:
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory - Print Name)

1. I am the Sole Member/Manager of the Company of Tri.State Generators LLC
(Name of Limited Liability Company)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Tri.State Generators LLC
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority


(Contract Signatory - Signature)

01/09/2023
(Date)

STATE OF New Hampshire

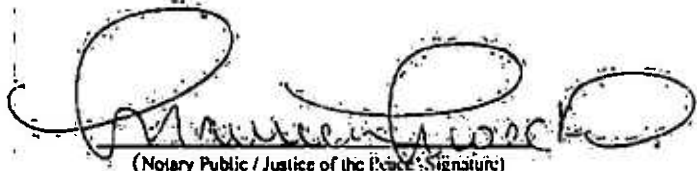
COUNTY OF Rockingham

On this the 9th day of January, 2023, before me MAUREEN M. MOECKEL
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared Scott Scherbon, Jr. known to me (or
(Contract Signatory - Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)


(Notary Public / Justice of the Peace - Signature)

MAUREEN M. MOECKEL, Notary Public
My Commission Expires May 19, 2026

Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/3/2022

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 THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511		CONTACT NAME: Christine Holman, CPCU, CIC PHONE (A/C, No, Ext): (603) 224-2562 FAX (A/C, No): (603) 224-8012 E-MAIL ADDRESS: cholman@rowleyagency.com	
INSURED Tri State Generators LLC 18 Route 27 Brentwood NH 03833		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Ins INSURER B: Travelers Insurance Co. INSURER C: Liberty Mutual INSURER D: INSURER E: INSURER F:	
		NAIC #	0060

COVERAGES **CERTIFICATE NUMBER:** 22-23 all lines **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 INSP	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CSU0140859	10/10/2022	10/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			EBA0554844	10/10/2022	10/10/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCB-315-625280-012 3A States: MA 6JUB-5N16197-2-22 3A States: NH	10/10/2022	10/10/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 covering generator sales and service
 Scott & Rebecca Scherbon are excluded under the work comp policies referenced above.

CERTIFICATE HOLDER		CANCELLATION	
State of NH, Dept of Admin Services Bureau of Purchase & Property 25 Capitol Street, Room 102 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 C Holman, CPCU, CIC/C <i>Christine Holman</i>	

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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 100
Concord, New Hampshire 03301
Office@das.nh.gov

MLC
82

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Catherine A. Keane
Deputy Commissioner
(603) 271-2069

Sheri L. Rockburn
Assistant Commissioner
(603) 271-3204

August 2, 2022

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a statewide Contract with TriState Generators, LLC. (Vendor No. 271332) of 18 Route 27, Brentwood NH, 03833, in the amount of \$600,000.00 for Generator Maintenance and Repair. The term shall be effective upon Governor and Executive Council Approval through August 31, 2025 with the option to extend for two (2) additional one (1) year extension terms.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property, issued Request for Bid 2633-23 on 06/21/2022 with responses due on 07/07/2022. There were six (6) compliant responses received with TriState Generators, LLC. submitting the lowest compliant pricing for six (6) counties.

The purpose of this item is to obtain approval to enter into Contract for preventative maintenance, load bank testing, and repairs supporting the State's fleet of back-up power generators. Notable changes from the previous Contract resulting from RFB 2189-19 are as follows: twenty-eight (28) new generators have been added to the following counties: Rockingham County, sixteen (16), Merrimack County, ten (10), Hillsborough County, one (1), and Carroll County, one (1); Belknap County reduced generator inventory by one (1) generator from the prior Contract period.

The six (6) counties awarded to TriState Generators, LLC. represent a total cost of \$344,619.00 for preventive maintenance and load bank testing for the three (3) year Contract term. The Division of Procurement and Support Services has performed an analysis against the historical usage for repair services over the expiring Contract term and included an allowance of \$255,381.00 to accommodate agency needs in the coming three (3) years. The suggested price limitation of \$600,000.00 represents an increase from the prior Contract of approximately 31% comparing existing locations. This increase in cost is primarily due to the continued instability of the supply chain, i.e. increases in fuel, material cost, limited labor, etc. It should be noted that the next low compliant bid was approximately 25% higher than TriState Generators, LLC.

Financial Data;

Repair Forecast 2022-2025				
	PM/Load Test 2022-2025	Repair Actual 2019-2022	Repair Projection 2022-2025	Total Contract 2022-2025
TriState	\$344,619.00	\$280,924.12	\$255,381.00	\$600,000.00

Based on the foregoing, I am respectfully recommending approval of the Contract with TriState Generators, LLC.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner




Notice: This agreement and all of its attachments shall become public upon submission to Governor and 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

I. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Tri State Generators, LLC VCH 271332		1.4 Contractor Address 18 Route 27 Brentwood NH, 03833	
1.5 Contractor Phone Number 603-734-2650	1.6 Account Number Various	1.7 Completion Date August 31, 2025	1.8 Price Limitation \$600,000.00
1.9 Contracting Officer for State Agency Jeff Haley		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature  Date: 7/14/2022		1.12 Name and Title of Contractor Signatory Scott Scherbon, Jr., President	
1.13 State Agency Signature  Date: 8/14/22		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Takmina Rakhmatova</i> On: 8/3/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: <i>82</i>  G&C Meeting Date: AUG 17 2022 <i>Secretary of State</i>			

Contractor Initials 
 Date *7/14/2022*

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, eliminates 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 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 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.

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

Date 
4/11/2022

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, 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 of this contract.

Contractor Initials

Date


11/1/2022

**EXHIBIT B
SCOPE OF SERVICES**

1. INTRODUCTION

TriState Generators, LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Generator Maintenance and Repair Services in accordance with the bid submission in response to State Request for Bid #2633-23 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2633-23
- f. EXHIBIT E Contractor's Bid Response

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) Form Number P-37 (as modified in EXHIBIT A "Special Provisions,"), (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2633-23," and (5) EXHIBIT E "Contractor's Bid Response."

3. TERM OF CONTRACT

The term of the contract shall commence on September 1, 2022 or upon approval of the Governor and Executive Council, whichever is later, and shall continue through August 31, 2025, unless extended for additional terms.

The contract may be extended for up to two (2) years under the same terms, conditions and pricing structure upon the mutual agreement between the successful Contractor and the State with the approval of the Governor and Executive Council.

4. SCOPE OF WORK

Contractor Responsibilities:

- 1. The Contractor shall not commence work until a conference is held with each state agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting state agency.
- 2. All generator maintenance and repair services shall be completed within fourteen (14) calendar days (or within another mutually agreed upon timeframe) after a request by a State agency.

3. For semi-annual or annual services, the Contractor(s) shall submit a proposed service schedule to each state agency requiring the services at least ten (10) calendar days prior to each semi-annual or annual period.
4. All services performed under this Contract shall be performed between the hours of 7:00 A.M. and 4:00 P.M unless other arrangements are made in advance with the state agency. Any deviation in work hours shall be pre-approved by the Business Administrator or his or her designee. The State requires a ten day (10) advanced notice in order to provide security and access to respective work areas.
5. The Contractor shall promptly report all deficiencies to the Business Administrator or his/her designated representative. Request to repair and/or replace parts shall be approved in advance by the Business Administrator or his/her designated representative prior to any actual work being performed by the Contractor. Parts, materials and labor shall be invoiced separately. The State reserves the right to request the Contractor supply the State with invoices from suppliers documenting the Contractor's actual cost.
6. Throughout the duration of the contract, the Contractor shall maintain an inventory of (or have readily available) spare parts to support the described systems.
7. The Contractor shall provide only replacement parts that are new and of the same quality and brand name as that being replaced. Substitutions will be permitted only with prior written authorization of the Business Administrator or his/her designated representative.
8. All repair services shall be conducted in full compliance with all specified standards in a manner equal to or greater than the normal safety and security procedures and standards established by the State, and at no time shall state facilities or its occupants be placed in jeopardy.
9. The Contractor agrees that any damage or injury to buildings, materials, equipment or to other property during the performance of this service will be repaired at their own expense. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall correct all defective work and damages to the State's satisfaction. If the Contractor does not proceed promptly with the necessary corrections, the State may withhold payments to the Contractor in the amount necessary to correct the defective work and/or damages.
10. All work must be performed in such a manner as not to inconvenience building occupants. The Contractor shall determine the State's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.
11. The Contractor shall employ a sufficient number of trained technicians so that all service calls are answered promptly. The work staff shall consist of qualified persons completely familiar with the products and equipment being serviced.
12. The Contractor shall furnish all personnel with uniforms, which shall be neat and clean in appearance with picture identification that is visible at all times.

13. The Contractor shall make service available twenty-four (24) hour per day, seven (7) days per week for emergency repairs.
14. All services shall comply with applicable standards as set forth by the National Fire Protection Association (NFPA) 110: Standard for Emergency and Standby Power Systems and any state or local fire codes.
15. The Contractor must produce documentation when biocide additive is added to the fuel storage tank with quantity and ratio of additive.
16. The Contractor shall present a written summary of the work performed after each scheduled or emergency call and before leaving the job site, and obtain the State's signature thereon.
17. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
18. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
19. The Contractor's personnel shall observe all regulations or special restrictions in effect at the state agency.
20. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.
21. The State reserves the right to require the Contractor to train, counsel or reassign any employee the State deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
22. **RECORD OF INSPECTION:** Upon completion of each scheduled testing and inspection service, the Contractor shall provide a report of work performed to the respective Maintenance Supervisor or his/her designee. The report shall contain specific information regarding testing/inspection results of the identified equipment and/or devices within the system. The report shall be submitted no later than ten (10) calendar days after completion of scheduled service and a duplicate copy shall accompany the testing/inspection invoice.
23. The Contractor shall be completely responsible for their work, including any damages or breakdowns caused by their failure to make/take appropriate action. Any expenses associated with repairs shall be assessed to the Contractor.
24. The Contractor shall provide one (1) dispatch phone number that shall be available 24/7 for emergencies.
25. The Contractor shall respond to the State by telephone to all **emergency** service calls within fifteen (15) minutes of reported occurrence.
26. The Contractor shall physically respond to the site for all **emergency** service calls within four (4) hours after report of occurrence with the following exceptions:

Exceptions include;

- a. Coos County Superior Court - acceptable response time is six (6) hours
- b. NH Fish and Game Berlin Fish Hatchery - acceptable response time is one (1) hour
- c. NH Fish and Game Warren Fish Hatchery - acceptable response time is one (1) hour

Note: If a facility generator at a turnpike location is still not operable within eight (8) hours of initial notification, the Contractor shall supply a quote for a rental generator and associated hook-up costs. The State reserves the right to procure a rental generator from another source. Turnpike generators shall be fixed within one (1) week after being notified by the Agency, if not fixed within that time frame the Contractor will be responsible for all rental cost thereafter. If the delay of more than one (1) week is caused by the availability parts, the responsibility of rental cost will be with DOT Turnpikes.

- 27. If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

State Responsibilities:

The State shall be responsible to provide reasonable means of access to all equipment covered herein and promptly notify the Contractor of any malfunction in the system(s) that comes to the State's attention. It is NOT the State's responsibility to provide transportation to any of the generator locations. Please note; some locations are Hike Access only, ATV Access only.

ANNUAL MINOR/MAJOR RATE FOR TERM OF CONTRACT

Major Inspection to be performed one (1) time per calendar year. Service to include but is not limited to:

IGNITION	Change all spark plugs Change points Change condenser Check distributor cap and rotor and change. If necessary Check all ignition wires and replace, if necessary Check start solenoid terminals Check and adjust choke, when applicable
ENGINE	Change lube oil Change lube oil filter Tighten valve covers Fill governor sump with lube oil, when applicable Lubricate governor linkage Service oil bath air cleaner, when applicable Check entire unit for noticeable oil leaks
COOLING SYSTEM	Test coolant protection Test coolant alkalinity

Contractor Initials



Date 7/14/2022

Check water hoses – both upper and lower
Check bypass hoses
Check fan belts
Check engine block heater for operation, when applicable
Check louver operation
Check water filters
Change antifreeze solution (annually). **For pricing purposes, this service is limited to two (2) times per life of contract. Additional antifreeze solution changes will be subject to a charge.**

EXHAUST SYSTEM

Check flexible section for cracks or leaks
Drain condensation trap, when applicable
Check exhaust flange gaskets
Check exhausts muffler and drain, when applicable
Visually inspect entire exhaust system for leaks

FUEL SYSTEM

Change primary and secondary fuel filter diesel only
Check injector fuel lines diesel only
Check flex fuel sections
Check fuel pump
Check fuel connections and tighten
Check fuel solenoid
Check day tank float
Check regulator (Gas)
Add biocide additive to fuel storage tank

BATTERY

Load test battery
Check specific gravity of battery
Check battery voltage
Clean battery cables and replace
Clean battery terminal on cables
Clean battery posts and coat same
Check fluid level and fill
Recharge and /or replace

STARTING SYSTEM

Check starter motor solenoid terminal
Check starter motor
Check charge rate on alternator or internal charge circuit
Check alternator belt

ELECTRICAL

Check exciter
Check voltage regulator
Check rotating diodes
Check rectifiers
Check brushes
Clean collector rings
Clean carbon deposits
Check SCRS

	<ul style="list-style-type: none"> Check control panel relays Check wiring and terminals Check solid-state boards for connections
OPERATIONAL CHECKS	
following:	<ul style="list-style-type: none"> Start generator and conduct safety shutdown tests for the Low oil pressure High water temperature Over speed High air temperature, air-cooled sets only Check voltage output Check frequency (Hz) Record hour meter reading, when applicable Check unit for vibration and any unusual noises Run unit full building load-minimum of thirty (30) minutes
AUTOMATIC SWITCH	<ul style="list-style-type: none"> Inspect contactor assembly and connections Check exerciser clock and time setting Check time delays Check battery charger for proper output Check selector switch Check voltage sensors for visual condition Start and stop generator from transfer switch
AUTOMATIC TRANSFER SWITCHES (ATS)	<ul style="list-style-type: none"> Check connections Inspect or test for evidence of overheating and excessive contact erosion Remove dust and dirt Inspect and/or replace contacts when required Infrared testing/inspection under load
FINAL CHECK	<ul style="list-style-type: none"> Check field breaker is in the ON position Check that selector switch is in the automatic mode Start and stop generator using generator controls Start and stop generator using the switch controls Start and stop generator using exerciser clock *Receive prior approval from supervisory personnel before performing this function. Reset generator and leave set in the remote position
GENERAL	Inspect site for any debris or obstructions, which could cause a potential
INSPECTION	Problem or may be hazardous to the operation or surrounding area.
OF SITE	Report any problems to the Agency Contact Person..

This major inspection includes parts, lubricants, coolants, material or labor used in any of the above service level maintenance programs.

Contractor Initials

Date




* **Minor Inspection** to be performed one (1) time per calendar year, approximately six (6) months after the Major Inspection*.

- A. Visually check and subsequently operate the system under full load conditions for a minimum of 30 Minutes, after informing the residential staff that the test will be performed.
- B. Confirm that all circuits powered by the system are functioning fully and make any required deficiency repairs
- C. Verify that all safety devices are functioning properly.
- D. Verify that the governor/controller is adjusted for proper voltage and frequency.
- E. For additional service, other than above, an hourly repair rate will be utilized.

*Any parts, coolants or materials unrelated to the inspection, must be approved by the Agency Contact.

***Load Testing with Load Bank** Will be performed at the request of the location agency. This is intended to reduce Wet Stacking within the exhaust system.

The contract price and test minimum will be based on the standards specified in the 2019 NFPA 110 Section 8.4.2.3* this minimum will follow any amendments or modifications that NFPA may make over the term of the contract.

Additional run times and load percentages may be requested by the agency or suggested by the Contractor or based on manufacturer recommendations. The additional service may be established on the monthly generator exercise requirements specified in 2019 NFPA 110 8.4 and manufacturer recommendations.

Load Testing Services shall be fully discussed and mutually agreed upon by the utilizing agency and Contractor prior to any work commencing.

SERVICE RATES (REPAIR/EMERGENCY SERVICES)

Repair Services:

- Contractor shall quote the standard hourly rate, from Exhibit C, for all parts, labor (per hour/person) for generator repair services that are not covered under the major and minor inspections. All labor rates shall start when Contractor's personnel arrives at the work site and end when Contractor's personnel leaves the work site.
- State Agencies may elect to have ATS repair/emergency work completed by the original manufacturer or another ATS specialized contractor.
- Repair/Emergency service rates will apply to generator locations not listed on this contract.

Emergency Services:

- Contractor shall quote standard hourly rate, **4:01 P.M. to 6:59 A.M., Saturday, Sunday, and Holiday**. All labor rates shall start when Contractor's personnel arrives at the work site and end when Contractor's personnel leaves the work site.
- Mileage and travel expenses for repair/emergency services shall be built into the repair/emergency services hourly rate in Exhibit C. No mileage or travel expenses can be added separately to the invoice.

Repair Parts Discount

Repair Parts Catalog

Repair parts used for repair shall be no more than ten percent (10%) over cost and held firm.

Contractor Initials

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5. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide generator maintenance and repair services strictly pursuant to, and in conformity with, the specifications described in State RFB #2633-23, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Contractor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:

[https://das.nh.gov/purchasing/Contractorregistration/{S\(a0fzcv55ghaeqs45jpya5i45\)}/welcome.aspx](https://das.nh.gov/purchasing/Contractorregistration/{S(a0fzcv55ghaeqs45jpya5i45)}/welcome.aspx)

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

6. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

7. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Generator Rental services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$600,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

Agency	Facility Name	Address	Town	Qty	Generator MFR	Model #	Fuel Source	County	Major PM Rate (Sept 2022-Aug 2023)	Minor PM Rate (Sept 2023-Aug 2024)	Major PM Rate (Sept 2024-Aug 2025)	Minor PM Rate (Sept 2023-Aug 2024)	Major PM Rate (Sept 2023-Aug 2024)	Minor PM Rate (Sept 2024-Aug 2025)	Lead Inaug with Lead Bank Sept 2022-Aug 2025
Department Safety	Safety Services	31 Dock Rd	Gilford	1	Caterpillar	350 Kw Model 350 C13	Diesel	Belknap	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$95.00	\$400.00
Emergency Services	Belknap Mountain (HR Access)	43°31'1.61"N, 71°22'7.88"W	Gilford	1	Olympian	G130LG2	Propane	Belknap	\$500.00	\$200.00	\$500.00	\$200.00	\$500.00	\$200.00	\$500.00
DOT District 3	District Office-Gilford	2 Sawmill Rd	Gilford	1	Kohler	30REZG8	Propane	Belknap	\$325.00	\$95.00	\$325.00	\$95.00	\$325.00	\$95.00	\$300.00
DOT District 3	DOT District 3	NH 28	Alton	1	Marell	MJ87012	Diesel	Belknap	\$325.00	\$95.00	\$325.00	\$95.00	\$325.00	\$95.00	\$300.00
DOT District 3	PS 324-New Hampton	42 NH Rte 104	New Hampton	1	Olympian	25KW	Diesel	Belknap	\$325.00	\$95.00	\$325.00	\$95.00	\$325.00	\$95.00	\$300.00
DNCR	Belknap Mountain	Belknap Mount Rd	Gilford	1	CAT Olympian	G130LG	LP	Belknap	\$500.00	\$200.00	\$500.00	\$200.00	\$500.00	\$200.00	\$500.00
DOT Fuel Distribution	Fuel Site #18	1 Uly Pond Rd	Gilford	1	Kohler	12RES	LP	Belknap	\$295.00	\$95.00	\$295.00	\$95.00	\$295.00	\$95.00	\$100.00

Contractor Initials

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SD
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DNCR	Sanborn Post Area	193 SB	Sanborn	1	MiltonCat	D25-65	Diesel	Beknap	\$325.00	\$95.00	\$325.00	\$95.00	\$325.00	\$95.00	\$300.00
Emergency Services	Dwinn Building	50 Communications Dr	Laconia	1	Olympian	D125P1	DIESEL	Beknap	\$350.00	\$95.00	\$350.00	\$95.00	\$350.00	\$95.00	\$300.00
NH Veterans Home	NHVN	139 Winter Street	Tilton	1	Olympian	100KW/D100P1	#2 Fuel	Beknap	\$325.00	\$95.00	\$325.00	\$95.00	\$325.00	\$95.00	\$300.00
NH Veterans Home	NHVN	139 Winter Street	Tilton	1	Clarke	VMFP04HN	Diesel	Beknap	\$225.00	\$95.00	\$225.00	\$95.00	\$225.00	\$95.00	\$1.00
NH Veterans Home	NHVN	139 Winter Street	Tilton	1	Caterpillar	450KW C15	Ultra Low Sulfur Diesel	Beknap	\$500.00	\$95.00	\$500.00	\$95.00	\$500.00	\$95.00	\$800.00
NH Employment Security	Laconia Office	426 Union Ave	Laconia	1	Kohler	125 REO2JF	Diesel #2	Beknap	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$95.00	\$400.00
Belknap County															
DAS/Bureau Court Facilities	Carroll County Courthouse	76 Water Village Road	Oxlee	1	Cummings	DQHAB-587353 300 KW	Diesel	Carroll	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$95.00	\$600.00
DOS State Police	Whittier Mountain		Oxlee	1	CAI	20KW	Propane	Carroll	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$95.00	\$500.00
DOS State Police	Troop E	1864 White Mountain Rd	Tamworth	1	Kohler	50 REO2J8	Diesel	Carroll	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$95.00	\$400.00
DOT Fuel Distribution	Fuel Site #20	1864 White Mountain Rd	Tamworth	1	Kohler	BRESVL		Carroll	\$295.00	\$95.00	\$295.00	\$95.00	\$295.00	\$95.00	\$100.00
DOT District 3	PS 301-Conway	608 Eaton Rd (NH 153)	Conway	1	Generac	SD0060	Diesel	Carroll	\$350.00	\$95.00	\$350.00	\$95.00	\$350.00	\$95.00	\$400.00
DOT District 3	PS 311-Tiltonboro	328 Middle Rd.	Tiltonboro	1	Kohler	10REO2JC	Diesel	Carroll	\$225.00	\$95.00	\$225.00	\$95.00	\$225.00	\$95.00	\$200.00
DOT District 3	PS 312-Wakefield	1540 Wakefield Rd.	Wakefield	1	Kohler	20REO2JC	Diesel	Carroll	\$195.00	\$95.00	\$195.00	\$95.00	\$195.00	\$95.00	\$200.00
DNCR	Conway Scenic Vista	3654 White Mt Hwy (US 302)	Conway	1	Kohler 20KW	2DRE02J8	Diesel	Carroll	\$195.00	\$95.00	\$195.00	\$95.00	\$195.00	\$95.00	\$200.00
NH Employment Security	Conway Office	518 White Mountain Hwy	Conway	1	Kohler	50 RE7G	Diesel #2	Carroll	\$195.00	\$95.00	\$195.00	\$95.00	\$195.00	\$95.00	\$200.00

JD
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Carroll County																
Dept of Military and Veterans Affairs	Hillsboro RC	140 West Main St.	Hillsborough	1	Cummings Pwr Gen	100 GSGAA	Diesel	Hillsborough		\$325.00	\$95.00	\$325.00	\$95.00	\$325.00	\$95.00	\$300.00
Dept of Military and Veterans Affairs	Manchester RC	1059 Canal St.	Manchester	1	Cummings Pwr Gen	DSM11-G4	Diesel	Hillsborough		\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$95.00	\$500.00
Dept of Military and Veterans Affairs	Milford RC	154 Onwood Rd	Milford	1	Cummings Pwr Gen	100 GSGAA	Diesel	Hillsborough		\$325.00	\$95.00	\$325.00	\$95.00	\$325.00	\$95.00	\$300.00
Dept of Military and Veterans Affairs	Nashua Armory	154 Daniel Webster Hwy.	Nashua	1	Cummings	100 GSGAA	Diesel	Hillsborough		\$325.00	\$95.00	\$325.00	\$95.00	\$325.00	\$95.00	\$300.00
DAS/Bureau Court Facilities	Hillsborough Courthouse North	300 Chestnut St	Manchester	1	Kohler	750 bb	Diesel	Hillsborough		\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$95.00	\$500.00
DAS/Bureau Court Facilities	Merimack Courthouse	4 Bawooc Lake Road	Merimack	1	Kohler	40 RETG	Natural Gas	Hillsborough		\$295.00	\$95.00	\$295.00	\$95.00	\$295.00	\$95.00	\$300.00
DAS/Bureau Court Facilities	Hillsborough Courthouse South	30 Spring Street	Nashua	1	Caterpillar	3208	Diesel	Hillsborough		\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$95.00	\$400.00
DAS/Bureau Court Facilities	Manchester Curcul Court	35 Amherst Street	Manchester	1	Kohler	200REX	Natural Gas	Hillsborough		\$495.00	\$195.00	\$495.00	\$195.00	\$495.00	\$195.00	\$500.00
DAS/Bureau Court Facilities	Milford 9th Circuit Court	Meadowbrook Drive	Milford	1	Kohler	180REX	LP	Hillsborough		\$495.00	\$95.00	\$495.00	\$95.00	\$495.00	\$95.00	\$400.00
DHHS/DJJS	SYSC	1056 N River Rd	Manchester	2	Caterpillar	LC4/3456	Diesel	Hillsborough		\$1,000.00	\$200.00	\$1,000.00	\$200.00	\$1,000.00	\$200.00	\$600.00
DHHS/DJJS	SYSC	1056 N River Rd	Manchester	1	Caterpillar	3412	Diesel	Hillsborough		\$495.00	\$95.00	\$495.00	\$95.00	\$495.00	\$95.00	\$600.00
DHHS/DJJS	SYSC	1056 N River Rd	Manchester	1	Cat/Olympian	CD-125	Diesel	Hillsborough		\$325.00	\$95.00	\$325.00	\$95.00	\$325.00	\$95.00	\$300.00
DHHS/DJJS	SYSC	1056 N River Rd	Manchester	1	Cat/Olympian	CG070	LP Gas	Hillsborough		\$195.00	\$95.00	\$195.00	\$95.00	\$195.00	\$95.00	\$200.00
DHCR	Miller Park	3 Timber Swamp Rd	Peterborough	1	Kohler	35RTG	Diesel	Hillsborough		\$225.00	\$95.00	\$225.00	\$95.00	\$225.00	\$95.00	\$300.00
DOS State Police	Troop B	16 East Point Dr	Bedford	1	Caterpillar 250 KW	D150P1	Diesel	Hillsborough		\$350.00	\$95.00	\$350.00	\$95.00	\$350.00	\$95.00	\$500.00
DOS State Police	Miller Park	Miller Park Rd	Peterborough	1	CAT G20F35 20 KW	E12140	Diesel	Hillsborough		\$295.00	\$195.00	\$295.00	\$195.00	\$295.00	\$195.00	\$300.00


Contractor Initials 
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DOT - Turnpikes	Bedford	Everett Turnpikes	Bedford	1	CAI	D100-6/160KW/208 Volt/3 Phase	Diesel	Hillsborough	\$295.00	\$95.00	\$295.00	\$95.00	\$295.00	\$95.00	\$300.00
DOT - Turnpikes	Merrimack Maintenance	Everett Turnpike	Merrimack	1	Caterpillar	D60-6/160KW/208 Volt/3 Phase	Diesel	Hillsborough	\$295.00	\$95.00	\$295.00	\$95.00	\$295.00	\$95.00	\$300.00
DOT District 4 Main	MB 404-Hillsborough	679 West Main St (Route 9)	Hillsborough	1	Kohler	20	Diesel	Hillsborough	\$295.00	\$95.00	\$295.00	\$95.00	\$295.00	\$95.00	\$300.00
DOT District 5	PS 511 Bedford	6 East Point Dr.	Bedford	1	Caterpillar	D60-D	Diesel	Hillsborough	\$295.00	\$95.00	\$295.00	\$95.00	\$295.00	\$95.00	\$300.00
DOT District 5	PS 527 Manchester	NH Route 101 Eastbound	Manchester	1	Caterpillar (Olympian)	D25P15	Diesel	Hillsborough	\$295.00	\$95.00	\$295.00	\$95.00	\$295.00	\$95.00	\$300.00
DOT District 5	PS 510 Milford	33 Burdon Rd	Milford	1	Kohler	20-2250KW / 3011E02J C	Diesel	Hillsborough	\$295.00	\$95.00	\$295.00	\$95.00	\$295.00	\$95.00	\$300.00
NH Employment Security	NHES	6 Townsend West	Nashua	1	Kohler	250 KW REQJUE	Diesel	Hillsborough	\$295.00	\$95.00	\$295.00	\$95.00	\$295.00	\$95.00	\$500.00
NH F & G	Milford Hatchery	North river Rd	Milford	1	Kohler	45KW	Propane	Hillsborough	\$295.00	\$95.00	\$295.00	\$95.00	\$295.00	\$95.00	\$300.00
NH F & G	Milford Hatchery	North river Rd	Milford	1	Kohler	100KW	Diesel	Hillsborough	\$295.00	\$95.00	\$295.00	\$95.00	\$295.00	\$95.00	\$300.00
NH state Liquor Commission	Store #69	Coliseum Ave	Nashua	1	Caterpillar	C7E1	Diesel	Hillsborough	\$375.00	\$95.00	\$375.00	\$95.00	\$375.00	\$95.00	\$500.00
Hillsborough County															
Dept. of Military and Veterans Affairs	JFHC Building #1	1 Minuteman Way	Concord	1	Caterpillar	SR45	Diesel	Merrimack	\$295.00	\$95.00	\$295.00	\$95.00	\$295.00	\$95.00	\$500.00
Dept. of Military and Veterans Affairs	USPFC Building A	1 Minuteman Way	Concord	1	Kohler	150R071	Diesel	Merrimack	\$295.00	\$95.00	\$295.00	\$95.00	\$295.00	\$95.00	\$300.00
Dept. of Military and Veterans Affairs	AASF	26 Regional Dr	Concord	1	Caterpillar	880H-4P	Diesel	Merrimack	\$295.00	\$95.00	\$295.00	\$95.00	\$295.00	\$95.00	\$500.00


Dept. of Military and Veterans Affairs	Concord SMR	Building M	Concord	Kohler	180REON G	Diesel	Meritmack	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$95.00	\$300.00
Dept. of Military and Veterans Affairs	Franklin RC	300 South Main St.	Franklin	Cummings Pwr Gen	100 GSGAA	Diesel	Meritmack	\$325.00	\$95.00	\$325.00	\$95.00	\$325.00	\$95.00	\$300.00
Dept. of Military and Veterans Affairs	Pembroke RTI	Rt. 106	Pembroke	Cummings Pwr Gen	GFLA1976 66	Natural Gas	Meritmack	\$295.00	\$95.00	\$295.00	\$95.00	\$295.00	\$95.00	\$300.00
Dept. of Military and Veterans Affairs	Pembroke Dorn	Rt. 106	Pembroke	Cummings Pwr Gen	GFJ81976 06	Natural Gas	Meritmack	\$1,100.00	\$95.00	\$1,100.00	\$95.00	\$1,100.00	\$95.00	\$300.00
Dept. of Military and Veterans Affairs	Pembroke RC	722 Riverwood Dr	Pembroke	Caterpillar Engine Mod# KGNXB14.22 C.I.	DG230G C 230KW	Natural Gas	Meritmack	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$95.00	\$300.00
DHHS	Pembroke	121 South Main St.	Concord	Cummins	DC-08 45480578	Diesel	Meritmack	\$325.00	\$95.00	\$325.00	\$95.00	\$325.00	\$95.00	\$300.00
DHHS	Howard Recreation	36 Clinton Street	Concord	Waukesha	412 Series 6CT8.3	Diesel	Meritmack	\$325.00	\$95.00	\$325.00	\$95.00	\$325.00	\$95.00	\$300.00
DAS BF&AM	Brown Building	129 Pleasant St.	Concord	Caterpillar	SR48-350 KW	DIESEL/EROSEN E	Meritmack	\$425.00	\$95.00	\$425.00	\$95.00	\$425.00	\$95.00	\$400.00
DAS/Bureau Court Facilities	Concord District Court	32 Clinton St	Concord	Caterpillar	3208	Diesel	Meritmack	\$325.00	\$95.00	\$325.00	\$95.00	\$325.00	\$95.00	\$300.00
DAS/Bureau Court Facilities	Meritmack County Superior Court	5 Court St	Concord	Caterpillar	450/C15	Diesel	Meritmack	\$550.00	\$95.00	\$550.00	\$95.00	\$550.00	\$95.00	\$500.00
Dept. of Corrections	NHSP/Men/Admin	281 No. State Street	Concord	Generac	SD275	Diesel	Meritmack	\$495.00	\$95.00	\$495.00	\$95.00	\$495.00	\$95.00	\$200.00
Dept. of Corrections	NHSP/Men/Kitchen Laundry CCU SPU	281 No. State Street	Concord	Caterpillar	3412/A22 5460012	Diesel	Meritmack	\$495.00	\$95.00	\$495.00	\$95.00	\$495.00	\$95.00	\$500.00
Dept. of Corrections	NHSP/Men/SHU	281 No. State Street	Concord	Generac	SD175	Diesel	Meritmack	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$95.00	\$100.00
Dept. of Corrections	NHSP/Men/North End House	281 No. State Street	Concord	Caterpillar	D75P3/E1 6407	Diesel	Meritmack	\$295.00	\$95.00	\$295.00	\$95.00	\$295.00	\$95.00	\$300.00
Dept. of Corrections	NHSP/Men/Industries	281 No. State Street	Concord	Caterpillar	D330/S2L 4218	Diesel	Meritmack	\$295.00	\$95.00	\$295.00	\$95.00	\$295.00	\$95.00	\$200.00

Contractor Initials

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 7/19/2002

Dept. of Corrections	NHSP/Men/Bolton Room	281 No. State Street	Concord		Caterpillar	3412/SR4	Diesel	Merimack	\$295.00	\$75.00	\$295.00	\$75.00	\$295.00	\$75.00	\$400.00
Dept. of Corrections	NHSP/Men/Warehouse	3 McGuire Street	Concord		Kohler	100RC257	Diesel	Merimack	\$395.00	\$75.00	\$395.00	\$75.00	\$395.00	\$75.00	\$300.00
Dept. of Corrections	NHSP/Men/M-Building	281 No. State Street	Concord		Caterpillar	3208/7C8 B92	Diesel	Merimack	\$395.00	\$75.00	\$395.00	\$75.00	\$395.00	\$75.00	\$300.00
Dept. of Corrections	NHCF/Women's Prison	42 Parkmeier Road	Concord		Cummins	750DQC8	Diesel	Merimack	\$990.00	\$75.00	\$990.00	\$75.00	\$990.00	\$75.00	\$900.00
DOS - FST&EMS	NH Fire Academy	98 Smokey Bear Blvd	Concord		Kohler	300Reoz MA-16293	Diesel	Merimack	\$395.00	\$75.00	\$395.00	\$75.00	\$395.00	\$75.00	\$500.00
DOS - FST&EMS	NH Fire Academy	98 Smokey Bear Blvd	Concord		Kohler	150Reoz MA-16295	Diesel	Merimack	\$395.00	\$75.00	\$395.00	\$75.00	\$395.00	\$75.00	\$300.00
DOS State Police	Troop D	139 Iron Works Rd	Concord		Caterpillar	150 KW D150P1	Diesel	Merimack	\$395.00	\$75.00	\$395.00	\$75.00	\$395.00	\$75.00	\$300.00
DOS State Police	Radio Communication	39 Hazen Dr	Concord		Kohler 60 KW	60 REOLIC	Diesel	Merimack	\$295.00	\$75.00	\$295.00	\$75.00	\$295.00	\$75.00	\$300.00
DOS State Police	Oak Hill Tower	Oak Hill Road	Loudon		CAT G20F35 20 KW	E12163	Propane	Merimack	\$195.00	\$75.00	\$195.00	\$75.00	\$195.00	\$75.00	\$200.00
DOT - Traffic	Main Office	18 Smokey Bear Blvd	Concord		Kohler	125REOLIC	Diesel	Merimack	\$325.00	\$75.00	\$325.00	\$75.00	\$325.00	\$75.00	\$300.00
DOT - Turnpikes	Hooksett Main Toll	H93	Hooksett		Caterpillar	D100-2 6/100KW/208 Volt/3 Phase	Diesel	Merimack	\$375.00	\$75.00	\$375.00	\$75.00	\$375.00	\$75.00	\$300.00
DOT - Turnpikes	Hooksett Side Toll	Hooksett Hill Road	Hooksett		Caterpillar	D60-6/60KW/208 Volt/3 Phase	Propane	Merimack	\$375.00	\$75.00	\$375.00	\$75.00	\$375.00	\$75.00	\$300.00
DOT - Turnpikes	Turnpikes Admin Building - Trailer Mounted Generator	36 Hackett Hill Rd.	Hooksett		Taylor Power Systems	100 KW/208 Volt/3 Phase	Diesel	Merimack	\$250.00	\$75.00	\$250.00	\$75.00	\$250.00	\$75.00	\$200.00
DOT - Turnpikes	Turnpikes Admin Building	36 Hackett Hill Rd.	Hooksett		Kohler	100RZ	Natural Gas	Merimack	\$295.00	\$75.00	\$295.00	\$75.00	\$295.00	\$75.00	\$200.00

Contractor Initials 
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NH State Liquor Store # 66	Interstate 93 Northbound	Hooksett Service Area	Hooksett	1	Caterpillar	C15	Diesel	Merimack	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$95.00	\$400.00
NH State Liquor Store # 67	Interstate 93 Southbound	Hooksett Service Area	Hooksett	1	Caterpillar	C15	Diesel	Merimack	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$95.00	\$400.00
DOT Fuel Distribution	Fuel Site 55	57 Hazen Dr.	Concord	1	Kohler	20RE07C	Diesel	Merimack	\$225.00	\$95.00	\$225.00	\$95.00	\$225.00	\$95.00	\$100.00
DOT District 2	PS 214-New London	63 Old Dump Rd	New London	1	Kohler 2007	25 kw	Internal Diesel Tank	Merimack	\$225.00	\$95.00	\$225.00	\$95.00	\$225.00	\$95.00	\$100.00
DOT District 5	PS 526 Warner	35 Warner Road	Warner	1	John Deere	44JB2012L U10R3	Diesel	Merimack	\$250.00	\$95.00	\$250.00	\$95.00	\$250.00	\$95.00	\$200.00
DOT District 2	PS 210-Andover	17 Swilch Rd.	Andover	1	Kohler	20REL2JC	Diesel	Merimack	\$225.00	\$95.00	\$225.00	\$95.00	\$225.00	\$95.00	\$100.00
DOT District 2	PS 211-Franklin	38 Saltbury Rd.	Franklin	1	Kohler	20REL2JC	Diesel	Merimack	\$225.00	\$95.00	\$225.00	\$95.00	\$225.00	\$95.00	\$100.00
DOT-TSMO	Bureau 56	South Bow Rd	Bow	1	Siemens	8KW	LP	Merimack	\$100.00	\$95.00	\$100.00	\$95.00	\$100.00	\$95.00	\$100.00
DNCR	Warehouse Bear Brook State Pl-	3 DRED Circle	Allenstown	1	Kohler	60 RE02JC standby	Propane	Merimack	\$225.00	\$95.00	\$225.00	\$95.00	\$225.00	\$95.00	\$300.00
DOT District 5	PS 525-Canterbury	123 West Rd.	Canterbury	1	Kohler	20RE07C	Diesel	Merimack	\$225.00	\$95.00	\$225.00	\$95.00	\$225.00	\$95.00	\$200.00
DNCR	Main Office	172 Pembroke Rd	Concord	1	Olympian	D150 P1	Diesel	Merimack	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$95.00	\$400.00
DNCR	Summit of Keenage Mt	Keenage Rd	Wilton	1	Cal/Olymp	G40LG	LP	Merimack	\$500.00	\$195.00	\$500.00	\$195.00	\$500.00	\$195.00	\$500.00
NH Depart of Revenue	Medical and Surgical bldg	109 Pleasant St	Concord	1	Cummins	QSB7-G3 150 KW	Diesel	Merimack	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$95.00	\$400.00
NH Employment Security	TOBEY BUILDING	45 SOUTH FRUIT STREET	Concord	1	Caterpillar	8005	Diesel	Merimack	\$1,295.00	\$195.00	\$1,295.00	\$195.00	\$1,295.00	\$195.00	\$900.00
NH Lottery Commission		14 Integra Dr	Concord	1	Onan	45EM	LP	Merimack	\$225.00	\$95.00	\$225.00	\$95.00	\$225.00	\$95.00	\$100.00
NH Police Standards & Training	Arthur D. Kehos Training Fac. & Campus	17 Institute Drive	Concord	1	Caterpillar	C15/LDS 300kw	Diesel	Merimack	\$425.00	\$95.00	\$425.00	\$95.00	\$425.00	\$95.00	\$400.00

Contractor Initials
Date


7/19/2008


NH Police Standards & Training	Arthur D. Kahos Training Fac & Campus	17 Institute Drive	Concord	1	Caterpillar	C15A06-350kw	Diesel	Merimack	\$475.00	\$95.00	\$475.00	\$95.00	\$475.00	\$95.00	\$400.00
NH state Liquor Commission	Head quarters	Stam st	Concord	1	Caterpillar	SR4	Diesel	Merimack	\$425.00	\$95.00	\$425.00	\$95.00	\$425.00	\$95.00	\$400.00
NH state Liquor Commission	Maintenance	Slackway Ave	Concord	2	Doosan (part)	IR G90WJD-13	Diesel	Merimack	\$509.00	\$200.00	\$500.00	\$200.00	\$500.00	\$200.00	\$400.00
NH state Liquor Commission	Liquor Enforcement RV	50 Stam Street	Concord	1	Powertech	PT251	Gasoline		\$225.00	\$95.00	\$225.00	\$95.00	\$225.00	\$95.00	\$100.00
These Locations Priced Without ATS Testing															
DAS General Services	EOC	110 Smokey Bear Blvd	Concord	1	Caterpillar	3412C	Diesel	Merimack	\$990.00	\$95.00	\$990.00	\$95.00	\$990.00	\$95.00	\$900.00
DAS General Services	Dept. of Agriculture Disease Response Trailer		Concord	1	Porter Cable	BSV809-1	Gasoline	Merimack	\$200.00	\$95.00	\$200.00	\$95.00	\$200.00	\$95.00	\$1.00
DAS General Services	Downtown Boiler Plant		Concord	1	Kohler	KG50	Natural Gas	Merimack	\$325.00	\$95.00	\$325.00	\$95.00	\$325.00	\$95.00	\$300.00
DAS General Services	Surplus Warehouse	12 Hill Ave	Concord	1	Kohler	150REOZJ	Diesel	Merimack	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$95.00	\$400.00
DAS General Services	Division of Motor Vehicle	23 Hazen Dr.	Concord	1	Kohler	100REOZJB	Diesel	Merimack	\$495.00	\$95.00	\$495.00	\$95.00	\$495.00	\$95.00	\$500.00
DAS General Services	State House Annex	25 Capitol St	Concord	1	Cummins	GGLA	Natural Gas	Merimack	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$95.00	\$300.00
DAS General Services	Health @ Welfare Building	27 Hazen Dr.	Concord	1	Cummins	500FDR50 52CC	Diesel	Merimack	\$350.00	\$95.00	\$350.00	\$95.00	\$350.00	\$95.00	\$400.00
DAS General Services	Health @ Welfare Building	27 Hazen Dr.	Concord	1	Caterpillar	SR4	Diesel	Merimack	\$695.00	\$95.00	\$695.00	\$95.00	\$695.00	\$95.00	\$600.00
DAS General Services	Health @ Welfare Building	29 Hazen Dr.	Concord	1	Cummins	500FDR50 52FF	Diesel	Merimack	\$350.00	\$95.00	\$350.00	\$95.00	\$350.00	\$95.00	\$400.00
DAS General Services	Health @ Welfare Building	29 Hazen Dr.	Concord	1	Caterpillar	SR4B	Diesel	Merimack	\$1,250.00	\$95.00	\$1,250.00	\$95.00	\$1,250.00	\$95.00	\$900.00
DAS General Services	Dept. of Safety	33 Hazen Dr.	Concord	1	Kohler	500ba01	Diesel	Merimack	\$595.00	\$95.00	\$595.00	\$95.00	\$595.00	\$95.00	\$500.00

DAS General Services	Legislative Office Building	33 North State St	Concord	1	Kohler	60REOZ/C	Diesel	Memmack	\$295.00	\$95.00	\$295.00	\$95.00	\$295.00	\$95.00	\$200.00	
DAS General Services	Materials & Research	5 Hazen Dr	Concord	1	Olympian	D1561	Diesel	Memmack	\$350.00	\$95.00	\$350.00	\$95.00	\$350.00	\$95.00	\$300.00	
DAS General Services	John O. Marlon	7 Hazen Dr	Concord	1	Caterpillar	3406BTA	Diesel	Memmack	\$350.00	\$95.00	\$350.00	\$95.00	\$350.00	\$95.00	\$300.00	
DAS General Services	DOT Mechanical Services	33 Smokey Bear Blvd	Concord	1	Cummins	3300DFC C	Diesel	Memmack	\$495.00	\$95.00	\$495.00	\$95.00	\$495.00	\$95.00	\$300.00	
DAS General Services	Johnson Hall	107 Pleasant St	Concord	1	Onan	75,0DVB-1SR/2806 2A	DIESEL	Memmack	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$95.00	\$300.00	
Memmack County																
DAS/Bureau Court Facilities	Rockingham County Courthouse	10 Route 125	Brentwood	1	Caterpillar	Cal SR4	Diesel	Rockingham	\$400.00	\$95.00	\$400.00	\$95.00	\$400.00	\$95.00	\$300.00	
DAS/Bureau Court Facilities	Rockingham County Courthouse	10 Route 125	Brentwood	1	Cummins	Fte Pump 4BTA	Diesel	Rockingham	\$400.00	\$95.00	\$400.00	\$95.00	\$400.00	\$95.00	\$1.00	
DES	Warner Hill	Warner Hill Rd	Derry	1	Olympian	G20F	Diesel	Rockingham	\$250.00	\$95.00	\$250.00	\$95.00	\$250.00	\$95.00	\$100.00	
DES	Pease Tradeport		Portsmouth	1	Generac	94A02854-S	Cal 3208	Diesel	Rockingham	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$95.00	\$300.00
DOT District 5	PS 509-Candia	37a Old Candia Road	Candia	1	Kohler	20REOZ/B	Diesel	Rockingham	\$250.00	\$95.00	\$250.00	\$95.00	\$250.00	\$95.00	\$100.00	
DOT District 5	PS 514-Salem	54 Shadow Lake Road	Salem	1	Cummings	C80 N4	Propane	Rockingham	\$325.00	\$95.00	\$325.00	\$95.00	\$325.00	\$95.00	\$200.00	
DOT District 5	PS 528-Derry	59 Kendall Pond Road	Derry	1	Kohler	60REZG8	Propane	Rockingham	\$375.00	\$95.00	\$375.00	\$95.00	\$375.00	\$95.00	\$200.00	
DOS State Police	Troop A	315 Cafe Hwy	Epping	1	Kohler	60REOZ/B	Diesel	Rockingham	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$95.00	\$200.00	
DOT District 6	PS 508 Epping	73 Old Hedding Road	Epping	1	Kohler	60REOZ/C	Diesel	Rockingham	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$95.00	\$300.00	
DOT District 6	PS 604 Northwood	1159 First NH Turnpike	Northwood	1	Kohler	20REOZ/C	Diesel	Rockingham	\$325.00	\$95.00	\$325.00	\$95.00	\$325.00	\$95.00	\$200.00	
DOT District 6	PS 611 Kingston	65 Mill Road	Kingston	1	Kohler	20REOZ/C	Diesel	Rockingham	\$325.00	\$95.00	\$325.00	\$95.00	\$325.00	\$95.00	\$200.00	

Contractor Initials

Date 7/14/2022

DOT	Bridge Maintenance	Sarah Mildred Long Bridge South Side	Portsmouth	Caterpillar	C13 Genset 300	Diesel	Rockingham	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$400.00
DOT	Bridge Maintenance	Memorial Bridge South Side	Portsmouth	Caterpillar	G3406	Diesel	Rockingham	\$495.00	\$95.00	\$495.00	\$95.00	\$495.00	\$95.00	\$495.00	\$300.00
DOT	Bridge Maintenance	Hampton River Bridge NH 1A North Side	Hampton	International	C605 Gen 12. Sullivan Genset 135 m	Natural Gas	Rockingham	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$300.00
DOT Turnpikes	Hampton Maintenance	Liberty Lane	Hampton	Caterpillar	D60-45/60 kW/208 Volt/Single Phase	Diesel	Rockingham	\$325.00	\$95.00	\$325.00	\$95.00	\$325.00	\$95.00	\$325.00	\$200.00
DOT Turnpikes	Hampton Side Road	Rte 101 to I-95 Eastbound	Hampton	Olympian	D150P1/100 KW/240 Vac/Single Phase	Diesel	Rockingham	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$300.00
DOT Turnpikes	Hampton Main Rd	I-95 Northbound	Hampton	Caterpillar	D150 8/158 kW/240 Vac/3 Phase	Diesel	Rockingham	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$300.00
DOT Highways	Rte 101	Exit 11 Signal	Stratham	Kohler	12RES	LP	Rockingham	\$100.00	\$50.00	\$100.00	\$50.00	\$100.00	\$50.00	\$100.00	\$50.00
DOT-ISMO	Bureau 36	Hobbs Hill Water Tank at Pease	Portsmouth	Kohler	10KW RESV	LP	Rockingham	\$100.00	\$50.00	\$100.00	\$50.00	\$100.00	\$50.00	\$100.00	\$50.00
DAS Courts	Hampton Circuit Courthouse	3 Timber Swamp Rd	Hampton	Taylor Power Systems	274D3PI	Diesel	Rockingham	\$295.00	\$95.00	\$295.00	\$95.00	\$295.00	\$95.00	\$295.00	\$200.00
DNCR	Seabrook Welcome Center	I-95	Seabrook	Olympian	100KW/240 V/Single Phase	Diesel	Rockingham	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$200.00
DNCR Division of Parks	Walls Sands State Beach	1050 Ocean Blvd	Free	Kohler	12RES	Propane	Rockingham	\$100.00	\$50.00	\$100.00	\$50.00	\$100.00	\$50.00	\$100.00	\$50.00
NH State Liquor Commission	Store #76	I-95 North	Hampton	Caterpillar	384	Diesel	Rockingham	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$300.00
NH State Liquor Commission	Store #73	I-95 South	Hampton	Olympian	9707763	Diesel	Rockingham	\$295.00	\$95.00	\$295.00	\$95.00	\$295.00	\$95.00	\$295.00	\$300.00
NH State Liquor Commission	Store #38	Portsmouth Traffic Circle	Portsmouth	Kohler	330REOJ	LP	Rockingham	\$425.00	\$95.00	\$425.00	\$95.00	\$425.00	\$95.00	\$425.00	\$400.00

Contractor Initials 
Date 7/19/2022

Seacoast Science Center	Odome Point State Park	PO Box 606, Route 1A	Rye	Olympian	675736	Propane	Rockingham	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	
Rockingham County															
Dept. of Military and Veterans Affairs	Rochester RC	106 Brock St.	Rochester	Cummins	100 GSGAA	Diesel	Strafford	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$95.00	\$300.00	
Dept. of Military and Veterans Affairs	Portsmouth RC	803 McGee Drive	Portsmouth	Kohler	100REQJ F	Diesel	Strafford	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$95.00	\$300.00	
Dept. of Military and Veterans Affairs	NH National Guard	Route 126	Strafford	Cat Olympian	G100LG2	Propane	Strafford	\$325.00	\$95.00	\$325.00	\$95.00	\$325.00	\$95.00	\$300.00	
Dept. of Military and Veterans Affairs	Strafford Training Site	11 Academy Ave., Dining Hall Bldg 5	Center Strafford	Kohler	100KW	Propane	Strafford	\$325.00	\$95.00	\$325.00	\$95.00	\$325.00	\$95.00	\$300.00	
Dept. of Military and Veterans Affairs	Strafford Training Site	Admin	Center Strafford	Cat Olympian	G100LG2	Propane	Strafford	\$325.00	\$95.00	\$325.00	\$95.00	\$325.00	\$95.00	\$300.00	
DAS/Bureau Court Facilities	Dover District Court	25 St. Thomas St	Dover	Olympian	D20PIS	Diesel	Strafford	\$225.00	\$95.00	\$225.00	\$95.00	\$225.00	\$95.00	\$100.00	
DAS/Bureau Court Facilities	Rochester Courthouse	76 No. Main Street	Rochester	Kohler	14/ZORES	NG	Strafford	\$100.00	\$95.00	\$100.00	\$95.00	\$100.00	\$95.00	\$100.00	
Department Safety	DMV	50 Boston Harbor	Dover	Kohler		Diesel	Strafford	\$200.00	\$95.00	\$200.00	\$95.00	\$200.00	\$95.00	\$100.00	
DOS State Police	Blue Job		Farmington	CAT G20F35 20 kW	E121690	Propane	Strafford	\$395.00	\$195.00	\$395.00	\$195.00	\$395.00	\$195.00	\$100.00	
DOT - Turnpikes	Dover Toll	Spaulding Turnpike	Dover	Caterpillar	D60-45/60KW/240 Volt/Single Phase	Diesel	Strafford	\$325.00	\$95.00	\$325.00	\$95.00	\$325.00	\$95.00	\$300.00	
DOT - Turnpikes	Dover Maintenance	I-95	Dover	Caterpillar	D60-67/80KW/208 Volt/3 Phase	Diesel	Strafford	\$325.00	\$95.00	\$325.00	\$95.00	\$325.00	\$95.00	\$300.00	
DOT - Turnpikes	Rochester Toll	Spaulding Turnpike	Rochester	Caterpillar	D60-45/60KW/240 Volt/Single Phase	Diesel	Strafford	\$325.00	\$95.00	\$325.00	\$95.00	\$325.00	\$95.00	\$300.00	

Contractor Initials 
Date 11/14/2002

DOT:Typoffes	Rochester Maintenance	Rt. 16 (Spaulding Tpk.) 202 Connector (Exit 16 WB)	Rochester		Kohler 135 KW	150REIG C/135 KW/208 Vas/3 Phase	Natural Gas	Stratford	\$395.00	\$95.00	\$395.00	\$95.00	\$395.00	\$95.00	\$300.00
DOT District 6	District 6 Office	271 Main Street	Durham		Kohler	12.5 RH 62	Propane	Stratford	\$100.00	\$50.00	\$100.00	\$50.00	\$100.00	\$50.00	\$50.00
DOT District 6	PS 602 Stratford	1011 Parker Mt Rd	Stratford		Kohler	20REOZJ C	Diesel	Stratford	\$195.00	\$95.00	\$195.00	\$95.00	\$195.00	\$95.00	\$200.00
NH Employment Security	NHES	3 March Brook Drive	Somersworth		Kohler	100kw/RE OZJE	Diesel	Stratford	\$325.00	\$95.00	\$325.00	\$95.00	\$325.00	\$95.00	\$300.00
Stratford County															

3. INVOICE

Itemized Invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within thirty (30) days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

4. PAYMENT

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments:
<https://www.nh.gov/treasury>

Contractor Initials
Date


11/14/2022

EXHIBIT D

RFB #2633-22 is incorporated here within.

Contractor Initials 
Date 7/14/2022

EXHIBIT E

Contractor's bid is incorporated here within

Contractor Initials

Date

Handwritten initials and date: The initials are written inside a circle, and the date is written as 7/14/2022.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TRI STATE GENERATORS LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 10, 2014. 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: 705603

Certificate Number: 0005828255



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of July A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, Scott Scherbon, Jr., hereby certify that:
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory - Print Name)

1. I am the Sole Member/Manager of the Company of TriState Generator, LLC
(Name of Limited Liability Company)
2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind TriState Generator, LLC
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.



(Contract Signatory - Signature)

07/14/2022
(Date)

STATE OF New Hampshire

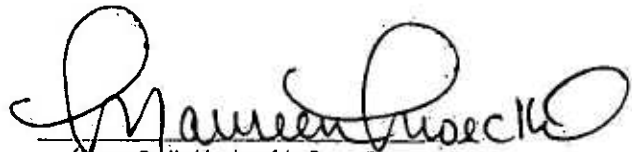
COUNTY OF Rockingham

On this the 14th day of July, 20 22, before me MAUREEN MOECKEL
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared Scott Scherbon, Jr., known to me (or
(Contract Signatory - Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)



(Notary Public / Justice of the Peace - Signature)

Commission Expires: MAUREEN M. MOECKEL, Notary Public
My Commission Expires May 19, 2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/5/2022

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 THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Christine Holman, CPCU, CIC	
	PHONE (A/C No, Ext): (603) 224-2562	FAX (A/C, No): (603) 224-8012
E-MAIL ADDRESS: cholman@rowleyagency.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Cincinnati Ins		
INSURER B: Travelers Insurance Co.		0060
INSURER C: Liberty Mutual		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 21-22 all lines **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	ADOL	SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				CS00140859	10/10/2021	10/10/2022	EACH OCCURRENCE \$ 1,000,000		
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:									MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC								PERSONAL & ADV INJURY \$ 1,000,000	
	OTHER:							GENERAL AGGREGATE \$ 2,000,000		
								PRODUCTS - COMP/OP AGG \$ 2,000,000		
								\$		
A	AUTOMOBILE LIABILITY				EBA0554844	10/10/2021	10/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000		
	<input checked="" type="checkbox"/> ANY AUTO							BODILY INJURY (Per person) \$		
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$		
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$		
								\$		
	UMBRELLA LIAB							EACH OCCURRENCE \$		
	<input type="checkbox"/> EXCESS LIAB							AGGREGATE \$		
	<input type="checkbox"/> DED							\$		
	<input type="checkbox"/> RETENTION \$							\$		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WCS-318-625280-010	10/10/2021	10/10/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N			3A States: MA			E.L. EACH ACCIDENT \$ 500,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A		6JUB-5N16197-2-20	10/10/2021	10/10/2022	E.L. DISEASE - EA EMPLOYEE \$ 500,000		
					3A States: NH			E.L. DISEASE - POLICY LIMIT \$ 500,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
covering generator sales and service
Scott & Rebecca Scherbon are excluded under the work comp policies referenced above.

CERTIFICATE HOLDER State of NH, Dept of Admin Services Bureau of Purchase & Property 25 Capitol Street, Room 102 Concord, NH 03301	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 C Holman, CPCU, CIC/C <i>Christine Holman</i>
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