

Charles M. Arlinghaus

Commissioner

State of New Hampshire

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

> 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.

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 2

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 <u>19th</u> 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:

	Records & Archives	9 Ratification Way	Concord	1	Caterpillar	DG250GC	NG	Merrimack	\$395.00	\$95.00	\$395.00	\$95.00	\$300.00
Agency	Facility Name	Address	Town	Qty	Generator	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

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.

Page 1 of 2

Contractor Initials: Date: 09/19/2023

Tri State Generators LLC By: Scott Scherbon Jr (Print Name)

Title: President / Owner

Date: 09/19/2023

By: Charles

Charles M. Arlinghaus (Print Name)

Title: Commissioner Department of Administrative Services

9 -25-23 Date:

OFFICE OF THE ATTORNEY GENERAL BV: Duncan A. (Print Name)

Title: Attorney Date:

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

Signed:

(Print Name)

Title:



Page 2 of 2

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.

David M. Scanlan Secretary of State

CERTIFICATE OF AUTHORITY/VOTE (Limited Liability Company)

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Scott Scherbon, Jr.	hereby certify that:
(Name of Sole Member/Manager of Limited	Liability Company, Contract Signatory - Print Name)
and the Colo March 1004 Color	
am the Sole Member/Manager of the C	Company of Tri State Generators LLC (Name of Limited Liability Company)
hereby further certify and acknowledge	
nereby further certify and acknowledge	e that the State of New Hampshire will rely on this certification as
evidence that I have full authority to bin	d Tri State Generators LLC
a.	(Name of Limited Liability Company)
ind that no corporate resolution, shareho	older vote, or other document or action is necessary to grant me such
uthority.	a
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ALM MU	1999-00 19
(Contract Signal - Signature)	ii
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September 19, 2023	
(Date)	
New Hamoshire	9
TATE OF New Hampshire	
COUNTY OF Rockingham	uber 20,23 before me Kelly Davies
COUNTY OF Rockingham	ber 20 23 before me <u>Kelly Davies</u>
COUNTY OF Rockingham Do this the 19th day of Septem (Day) (Mont	
COUNTY OF Rockingham	
COUNTY OF Rockingham COUNTY OF Rockingham Do this the <u>19th</u> day of <u>Septem</u> (Mont the undersigned officer, personally appear	ared Scott Scherbon, Jr. , known to me (or
COUNTY OF Rockingham COUNTY OF Rockingham Do this the <u>19th</u> day of <u>Septem</u> (Mont the undersigned officer, personally appear atisfactorily proven) to be the person wh	ared Scott Scherbon, Jr. (Contract Signatory - Print Name)
COUNTY OF Rockingham COUNTY OF Rockingham Do this the <u>19th</u> day of <u>Septem</u> (Mont the undersigned officer, personally appear atisfactorily proven) to be the person when hat he/she executed the same for the pur-	ared Scott Scherbon, Jr. (Contract Signatory - Print Name) hose name is subscribed to the within instrument and acknowledged
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State of New Hampishire My Commission Expires 5/6/2025

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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				11/2023
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTE BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A C REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	ND OR ALTER THE	COVERAGE A	FFORDED BY THE POLICIES	
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the poli	cy(ies) must be endo	rsed. If SUB	ROGATION IS WAIVED, subject	to
the terms and conditions of the policy, certain policies may require an end	orsement. A stateme	ent on this ce	rtificate does not confer rights	to the
certificate holder in lieu of such endorsement(s).	CONTACT Christin	1-1		
PRODUCER	NAME: CHITSCH		CPCU, CIC	
THE ROWLEY AGENCY INC.	(A/C. No. Ext):	224-2562	(A/C, No): (603)224	-8012
45 Constitution Avenue	E-MAL ADDRESS: cholman			í
P.O. Box 511 Concord NH 03302-0511			IDING COVERAGE	NAIC #
Concord NH 03302-0511	INSURER A: Cincini		Co	0060
Tri State Generators LLC	INSURER 6 : Travel		nce co.	0080
18 Route 27	INSURER D :	Mucuar		
	INSURER E :			
Brentwood NH 03833	INSURER F :			
COVERAGES CERTIFICATE NUMBER: 23-24 all	lines		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BE INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF A CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE B	NY CONTRACT OR OTI THE POLICIES DESCR EEN REDUCED BY PAIL	HER DOCUME IBED HEREIN I D CLAIMS.	NT WITH RESPECT TO WHICH THIS	5
INSR TYPE OF INSURANCE INSD WYD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
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			PREMISES (Ea occurrence) \$	100,000
C\$U0140859	10/10/2023	10/10/2024	MED EXP (Any one person) \$	5,000
			PERSONAL & ADV INJURY \$	1,000,000
	- 29	12	GENERAL AGGREGATE \$	2,000,000
			PRODUCTS - COMP/OP AGG \$	2,000,000
				1,000,000
X ANY AUTO			(Ea accident) BODILY INJURY (Per person) \$	
A ALL OWNED SCHEDULED FRADSSARAA	10/10/2023	10/10/2024	BODILY INJURY (Per accident) \$	-74
AUTOS AUTOS NON-OWNED HIRED AUTOS AUTOS			PROPERTY DAMAGE \$	
			\$	-
UMBRELLA LIAB OCCUR			EACH OCCURRENCE \$	
EXCESS LIAB CLAIMS-MADE			AGGREGATE	
DED RETENTION \$			5 S	70 -
B WORKERS COMPENSATION WC5-J18-625280-013	10/10/2023	10/10/2024	X PER OTH- STATUTE ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?			E.L. EACH ACCIDENT \$	500,000
C (Mandatory in NH) 6JUB-5N16197-2-23	10/10/2023	10/10/2024	E.L. DISEASE - EA EMPLOYEE \$	500,000
If yes, describe under DESCRIPTION OF OPERATIONS below 3A States: NH			E.L. DISEASE - POLICY LIMIT	500,000
				ä
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, covering generator sales and service Scott 5 Rebecca Scherbon are excluded under the work comp			ve .	685
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CERTIFICATE HOLDER	CANCELLATION			
State of NH, Dept of Admin Services Bureau of Purchase & Property 25 Capitol Street, Room 102 Concord, NH 03301		DATE THEREO		
	C Holman, CPCU	, CIC/C	Cluster Hebbli	nal
	© 19	88-2014 AC	ORD CORPORATION. All rig	

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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@das.nh.gov

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.

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 2

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.

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Respectfully submitted,

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Charles M. Arlinghaus Commissioner

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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 <u>9th</u> day of <u>January</u>, 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:

 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:

facility Name	Address	Town	ūty	Generator MFR	Model #	iFuel Source	County	Major PM Rate (Dec. 2022- Aug 2023)	Minor PM Ratz (Sept 2023- Aug 2024)	Major PM Rate Sept 2024- Aug 2025}	Minor PM Rate (Dec. 2022- Aug 2023)	Major PM Rate (Sept 2023- Aug 2024)	Minor PM Rate (Sept 2024- Aug 2025)	Land testing with Load Bank Dec. 2022- Aug 2025
Spaulding Hall	95 Pleasant Streat	Concord	42	Kohler	125840246	Distal	Metrimatk	\$395.00	595.00	\$395.00	\$95.00	395.00	\$95.00	\$400.00
Legislative Office Building	33 North State Street	Concord	1	Kohler	40REOZK	Diesel	Merrimack	\$325.00	\$95.00	\$325.00	\$95.00	\$325.00	\$95.00	\$300.00
State Office Park Thayer Building	97 Pleasont Street	Concord	£(Kohler	200REQ2IF	Diesel	Merrimack	\$450,00	\$95.00	\$450.00	\$95.00	\$450.00	\$95.00	\$600.00
Matn Building	105 Pleasant Street	Concord	1	Kohler	125REOZIG	Ďlesel	Merrimack	\$395.00	\$\$\$.00	\$395,00	\$95.00	\$395.00	\$95.00	\$400.00
64 South Streat	64 South Street	Concord	1	Kohler	ZOOREOZIF	Diesel	Metrimack	\$450.00	\$95.00	\$450.00	\$95.00	\$450.00	\$95,00	\$600 00
Hampstead Hospital	218 East Road	Hampstead	1	White	110H D4500	Diesel	Rockingham	\$425.00	\$95.00	\$475.00	\$95.00	\$425.00	\$95.00	5600.00
						1	OFM w/PM ATS w/PM	\$295.00 \$295.00		\$295.00		\$295.00 \$295.00		
Hampstead Hospital	218 East Road	Hemostead	1	Caterpillar	D-200-2	Diesel	Rockingham	\$475.00	\$95.00	\$475,00	\$95.00	\$475.00	\$95.00	\$600.00
				5			DFM w/PM	\$295.00		\$295.00		\$295.00.	2	
							ATS W/PM	\$295,00		\$295.00		\$295 00	}	
Conway Circuit Court	35 E Conway Rd B1307	Center	12	Kohlar	30850.71	Dista	Currell	6205.00	195 or	1705.00	tos oc	6705.00	605.00	\$300.00
	Name Spaulding Hall Legislative Office Building State Office Building Matn Building Matn Building S4 South Street Hampstead Hospital Conway	Name Address Balding B5 Spaulding Pleasant Hall Street Legislative 33 North Office State Building Street State Office 97 Plack Trayer Pleasant Building Street 105 Main Pleasant Street S	Name Address Town B5 B5 Pleasant Hall Streat Concord Legislative 33 North Streat Office State Concord Building Streat Concord State Office 97 Pleasant Building Streat Concord State Office 97 Pleasant Building Streat Concord Main Pleasant Concord Streat Streat Concord Hampstead 218 East Hampstead Hospital Road Hernostead Hospital St E Conway	Name Address Town Oty B5 95 95 96 Spaulding Pleasant 1 Legislative 33 North 1 Office State 0 Building Street Concord 1 State Office 97 1 Park Thayer Pleasant 0 Building Street Concord 1 Main Pleasant 0 Building Street Concord 1 Main Pleasant 0 1 Street South Street Concord 1 64 South Street Concord 1 Street Concord 1 1 64 South Street Concord 1 Street Road Hampstead 1 Hampstead 218 East Hampstead 1 Hampstead 218 East Hampstead 1 Hampstead St E I I Conway 35 E I I	Name Address Town Oty MFR 35 Pleasant Pleasant Kohler Hall Street Concord 1 Kohler Office State Concord 1 Kohler Building Street Concord 1 Kohler State Street Concord 1 Kohler Suite Office 97 Pleasant Kohler Suite Office 97 Pleasant Kohler Building Street Concord 1 Kohler Main Pleasant Street Concord 1 Kohler Street Street Concord 1 White Mampstead 218 East Hampstead 1 Catenpillar Manpstead	NameAddressTownOtyMFRModel #35 spaulding35 Pleasant StreetConcord1Kohler125RE02JGLegislative33 North Street	Facility Name Address Town Oty Generator MER Model # IFuel Source Spaulding Hall 35 Pleasant 35 Pleasant Concord 1 Kohler 125RE0ZIG Diesal Legislaive Office 33 North State Concord 1 Kohler 125RE0ZIG Diesal State 33 North Office 33 North State Concord 1 Kohler 40RE0ZK Diesal Suite Office 97 Pleasant Concord 1 Kohler 200RE0ZIF Diesal Suite Office 97 Pleasant 105 Street Concord 1 Kohler 200RE0ZIF Diesal Suiding 105 Street Concord 1 Kohler 125RE0ZIG Diesal Suiding Street Concord 1 Kohler 125RE0ZIG Diesal Suiding Street Concord 1 Kohler 125RE0ZIG Diesal Street South Street Concord 1 Kohler 125RE0ZIG Diesal 64 South Street Concord 1 Kohler 100RE0ZIF Diesel Hampstead 18 East Heampstead 1 Caterpillar 0-200-2 Diesel H	Facility Name Address Town Oty Generator MFR Model # If uel Source County Spaulding Hall 35 Pleasant Street 35 Concord 1 Kohler 125RE02/G Diesel Marrimath Legislative Office 31 Street Concord 1 Kohler 125RE02/G Diesel Marrimath State Office 35 Street Concord 1 Kohler 40RE02/K Diesel Marrimath State Office 97 Pleasant Concord 1 Kohler 200RE02/F Diesel Merrimath State Office Park Thayer 97 Pleasant Concord 1 Kohler 200RE02/F Diesel Merrimath State Office Park Thayer 97 Pleasant Concord 1 Kohler 200RE02/F Diesel Merrimath Street Concord 1 Kohler 125RE02/G Diesel Merrimath Street Concord 1 Kohler 125RE02/G Diesel Merrimath Street Concord 1 Kohler 125RE02/G Diesel Merrimath Street Concord 1 Kohler 100RE02/F Diesel Merrimath Street South Stre	Facility Address Town Oty Generator If uel Joint PM Rate (Dec. 2022- Aug Spaulding 85 Pleasant Town Oty MRR Model # Source County Aug Spaulding 95 Pleasant Concord 1 Kohler 125RE02JG Diesel Merrimack 5395.00 Legislative Office 33 North State Concord 1 Kohler 125RE02JG Diesel Merrimack 5325.00 State Office 97 Pleasant Concord 1 Kohler 200RE02JF Diesel Merrimack 5325.00 State Office 97 Pleasant Concord 1 Kohler 200RE02JF Diesel Merrimack 5450.00 Matrin 105 Pleasant Concord 1 Kohler 125RE02JG Diesel Merrimack 5450.00 Street Concord 1 Kohler 125RE02JG Diesel Merrimack 5450.00 Matrin 105 Pleasant Concord 1 Kohler 125RE02JG Diesel Merrimack 5450.00 54 South Street Concord 1 Kohler 125RE02JG Diesel Merrimack 5450.00 54	FacHary Name Address Town Dify Mare Outpoint Model # Source County PM Rate (Sect 2022- 2023) PM Rate 2022- 2023- Aug Spaulding B5 Pleasant Street Town Otty MFR Model # Source County 2021- 2023- 2023 Aug Spaulding B5 Pleasant Building Street Concord 1 Kohler 125RE02K5 Diesel Merrimack 5395.00 595.00 Street Concord 1 Kohler 40RE02K Diesel Merrimack 5325.00 595.00 Street Concord 1 Kohler 200RE02IF Diesel Merrimack 5325.00 595.00 Street Concord 1 Kohler 200RE02IF Diesel Merrimack 5450.00 595.00 Street Concord 1 Kohler 125RE02X5 Diesel Merrimack 5450.00 595.00 Street Concord 1 Kohler 200RE02IF Diesel Merrimack 5450.00 595.00 Street Concord 1 Kohler 200RE02IF Diesel Merrimack 5450.00 595.00 Street Concord 1 Kohler 200RE02IF	FacHery Name Address Town Dity Generator MER Model # Source PM Rate (Sept 2022- 2023) PM Rate (Sept 2023- 2023) PM Rate (Sept 2023- 2023) PM Rate (Sept 2023- 2023) PM Rate (Sept 2023- 2023) PM Rate (Sept 2023- 2023) PM Rate (Sept 2023) PM Rate (Sept 2008) PM Rate (Sept 2000) PM Rate (Sept 2008)	FadBry Name Address Town Display (Dec. 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Page 1 of 3

Contractor Initials: Date: 01/09/2023

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.

Page 2 of 3

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Contractor Initials: Date: 01/09/2023

TRI STATE GENERATORS LLC	
By: Arold Mill	
Nucley	
Scott Scheitren, Jr.	
(Print Name)	

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Title: President

Date: January 9, 2023

STATE OF NEW HAMPSHIRE By:

Charles M. Arlinghaus (Print Name)

Title: <u>Commissioner</u> <u>Department of Administrative Services</u>

-26 Date:

OFFICE OF THE ATTORNEY GENERAL

By: Rabbuah aliguida (Print Name)

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Title: Up stand attorny & Date:

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

FEB 2 2 2023

Signed: SEC •

Page 3 of 3

Contractor Initials: <u>55</u> Date: <u>01/09/2023</u>

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 Scal of the State of New Hampshire, this 13th day of July A.D. 2022.

David M. Scanlan Secretary of State

CERTIFICATE OF AUTHORITY/VOTE (Limited Liability Company)

1, _	Scott Scherbon, Jr., hcreby certify that?"
١.	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 Generalor, LLC
	(Name of Limited Liability Company)
	and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such
	and that to corporate resolution, shareholder vote, or other locoment or action is necessary to grant me such
	authority. Auth MM
	(Contract Signature)
	07/14/2022 (Date)
	STATE OF New Hampshire
	COUNTY OF Rockingham
	On this the <u>14th</u> day of <u>July</u> 20 <u>22</u> , before me <u>HAUREN MOECLE</u> (Name of Notary Public / Justice of the Peace)
	the undersigned officer, personally appeared Scott Scherbon, Jr
	(Contract Signatury - 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)

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Those CHC) (Notary Rublic / Justice of the Peace - Signature)

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

CERTIFICATE OF AUTHORITY/VOTE (Limited Liability Company)

Scott Scherbon, Jr. , hereby certify that: (Name of Sole Member/Manager of Limited Liability Company, Contract Signatory - Print Name) (Name of Limited Liability Company) I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as 2. 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 01/09/2023 (Datc) New Hampshire STATE OF COUNTY OF . Rockingham On this the <u>9th</u> day of <u>January</u> 20 23 before me <u>HP</u> (Day) (Month) (Yr) (Name 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 scal. (NOTARY SEAL) (Notary Public / Justice of the Perce Signature) MAUREEN M. MOECKEL, Notary Public My Commission Expires May 19, 2026 **Commission Expires:**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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THIS CERTIFICATE IS ISSUED AS A MA CERTIFICATE DOES NOT AFFIRMATIVE BELOW. THIS CERTIFICATE OF INSUR REPRESENTATIVE OR PRODUCER, AN	LY OI ANCE D THE	R NE	GATIVELY AMEND, EXTE S NOT CONSTITUTE A C ATIFICATE HOLDER.	ND OR ONTRA	ALTER THE C	OVERAGE A	E CERTIFICATE HOLDER. THI AFFORDED BY THE POLICIES NG INSURER(S), AUTHORIZED	
IMPORTANT: If the certificate holder is the terms and conditions of the policy, certificate holder in lieu of such endors	certai	n poll						
PRODUCER					CT Christin	ne Holman,	, CPCU, CIC	
THE ROWLEY AGENCY INC.				PHONE	16021	224-2562	FAX (A/C, No): (603) 22	4-8012
45 Constitution Avenue				E-MAIL	ss: cholman	rowleyage	ency.com	
P.O. Box 511	2			AUDILE			RDING COVERAGE	NAIC #
Concord NH 03	302-0	0511			RA: Cincinr			
INSURED				1	RB: Travele		unce Co.	0060
Tri State Generators LLC					RC:Liberty			
18 Route 27				INSURE		'A.'		
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Brentwood NH 03	333			INSURE	RF:			15 V
COVERAGES CEF	TIFIC	ATE	NUMBER 22-23 all	lines			REVISION NUMBER:	060 II
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X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE S	1,000,000
	1						PREMISES (Ea occurrence)	100,000
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GEN'L AGGREGATE LIMIT APPLIES PER:			S				GENERAL AGGREGATE S	2,000,000
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	-		10				(Ea accident)	1,000,000
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AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE			3A States: MA		10/10/2022	10/10/2023		
OFFICER/MEMBER EXCLUDED?	NIA		6JUB-5N16197-2-22		10/10/2022	10/10/2023		500,000
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DÉSCRIPTION OF OPERATIONS below	1		SA SCREES. IN				E.L. DISEASE - POLICY LIMIT \$	500,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE			1, Additional Remarks Schedule, m	ay be atta	iched if more spac	a is required)		
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Scott & Rebecca Scherbon are ex	crud	ued u	nder the work comp	poiid	cies refer	enced aboy	ve.	
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State of NH, Dept of Ad Bureau of Purchase & Pr 25 Capital Streat Boom	oper	ty	vices	THE	EXPIRATION D	ATE THEREOF	SCRIBED POLICIES BE CANCELLE F, NOTICE WILL BE DELIVERED IN Y PROVISIONS.	DBEFORE
25 Capitol Street, Room Concord, NH 03301	102			AUTHO	RIZED REPRESEN	TATIVE		
				с ноі	.man, CPCU,	cic/c	Clustere HEBAI	har
					© 19	88-2014 AC	ORD CORPORATION. All rig	hts reserved

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i.



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES 25 Capitol Street - Room 100 Concord, New Hampshire 03301 <u>Office@das.nl.gov</u>

Charles M. Arlinghaus Commissioner (603) 271-3201

Catherine A. Kenne Deputy Commissioner (603) 271-2059

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.

N 873

Repair Forec	ast 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

FORM NUMBER P-37 (version 12/11/2019)

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		E E E	
1.1 State Agency Name		1.2 State Agency Address	18
Department of Administra Bureau of Purchase and Pr		25 Capitol Street, Room 102 Concord, NH 03301	ê a
1.3 Contractor Name		1.4 Contractor Address 18 Route 27	
Tri State Generators, LLC	VC# 271332	Brentwood NH, 03833	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
603-734-2650	Various	August 31, 2025	\$600,000.00
1.9 Contracting Officer fo	or State Agency	1.10 State Agency Telephone	Number
Jeff Haley	Storate (Bene)	603-271-2201	
1.1 Contractor Signature	1/32 15	1.12 Name and Title of Contr	actor Signatory
Aut My	Date: 7/14/20	a Statt Scherbor	z.Jr., President
1/19 State Agency(Signa	Date: 8/4/22	1.14 Name and Title of State Charles M. Arlinghaus, Comm	
1.15 Approval by the N.H	I. Department of Administration, Di	vision of Personnel (if applicable)	
By:		Director, On:	5e
1.16 Approval by the Atte	orney General (Form, Substance and	Execution) (if applicable)	
By: Takhme	na Rakhmatova	^{On:} 8/3/2022	21
1.17 Approval by the Gov	remor and executive Council (if ap	plicable)	1
G&C Item number	2 APanla	G&C Meeting Date: AU	G 17 2022
8	Secretary	of state	

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Contractor Initials Date 111412022

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.

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Contractor Initials Date 029

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

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Contractor Initials

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.

Contractor Initials

Date

EXHIBIT A SPECIAL PROVISIONS

There are no special provisions of this contract.





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.

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Contractor Initials

- 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.

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- 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. <u>**RECORD OF INSPECTION**</u>: 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 <u>emergency</u> service calls within fifteen (15) minutes of reported occurrence.
- 26. The Contractor shall physically respond to the site for all <u>emergency</u> service calls within four (4) hours after report of occurrence with the following exceptions:

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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 herin 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

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

INGITION

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

COOLING SYSTEM

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

Check entite onit for honceable of feak

Test coolant protection Test coolant alkalinity

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Check water hoses – both upper and lower Check bypass hoses

Check flexible section for cracks or leaks Drain condensation trap, when applicable

Check exhausts muffler and drain, when applicable Visually inspect entire exhaust system for leaks

Change primary and secondary fuel filter diesel only

Check exhaust flange gaskets

Check injector fuel lines diesel only

Check fuel connections and tighten

Check specific gravity of battery

Clean battery cables and replace Clean battery terminat on cables Clean battery posts and coat same

Add biocide additive to fuel storage tank

Check flex fuel sections Check fuel pump

Check fuel solenoid Check day tank float Check regulator (Gas)

Load test battery

Check battery voltage

Check fluid level and fill Recharge and /or replace

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

FUEL SYSTEM

BATTERY

STARTING SYSTEM

Check starter motor solenoid terminal Check starter motor Check charge rat 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

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Contractor Initial:

OPERATIONAL CHECKS

following:

AUTOMATIC SWITCH

AUTOMATIC TRANSFER SWITCHES (ATS)

FINAL CHECK

GENERAL

INSPECTION

OF SITE

Check control panel relays Check wiring and terminals Check solid-state boards for connections

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

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

Check connections

Inspect or test for evidence of overheating and excessive contact erosion Remove dúst and dirt

Inspect and/or replace contacts when required Infrared testing/inspection under load

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

Inspect site for any debris or obstructions, which could cause a potential

Problem or may be hazardous to the operation or surrounding area.

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.

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* 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 Catalog

Repair Parts Discount

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

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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(g0fzcv55ghaegs45jpyg5i45)]/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.

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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	Focility Name	Address	, Inne .	a	Generator MFR	Model 9	fuel Source	- County	Major PM Rale (Sept 2022- Aug 2023)	Minor FM Late (Sept 2023- Aug 2024)	Heje FALRale (Sept 2024- Aug '2 2025)	Minor PM Rate (Sept 2022- Aug 20223)	Major PM Rate (Sept 2023- Aug 2024)	Miner PM Kole (Sepi 2024- Aug 2025)	Lead leafing with toad Scalt Sept 2022- Aug 2025
Department Safety	Safety Services	31 Dock Rd	Gilfand	9	Caterollor	350 KW Model 350 C13	Diesel	Belinop	\$375.90	\$95.00	\$395.00	195.00	-	\$95.00	2029 :: \$400.00
Emergency Services	Bakhap Mounlain (Hike Access)	43*31'1,61'N, 71*227,68*¥	Glilord	<u> 1</u>	Olympion	G130LG2	Propane	Beirnap	1500.00	\$290.00	1500.00	\$200.00	\$500.00	\$200.00	\$\$00.00
DOT District 3	Bktrict Office- Gilford	2 Sawmill Ref	Gillard	9	Kohler	30REZC-8	Propane	Belknap	\$325.00	195,00	\$325.00	\$95.00	\$325.00	175.02	\$300.00
DOT Divinish 3	DOI District 3	NH 29	Alton	1	t∧orell	tA JB2012	Diesel	Beknap	1325.00	\$95.00	\$325.00	\$75.00	\$375 00	\$75.00	
DQ1 District 3	PS 324-New Hompton	42 NH Rip 104	New Hamplon	3	Olympilan	25KW	Olevel	Bellnop	\$325.00	19500	1325.00	195.00	1325 00	\$95.00	
DNCR	Belknap Mountain	Bellinop Mount Rd	Gillord	۰,	CAT Ohmpion	C1301G	LP	Beknap	1500.00	\$200.00	\$400.00	\$200.00	1500 00	\$290.90	\$502.00
DOT Fuel Distribution	Fuel Site #16	l Uly Fond Rd	Gillord	J.	Kohle:	12RES	٤P	Belknap	\$275.00	195.00.	1295 00	195.00	- 1295.00	\$95.00	\$105,00

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Sanbornian Pest Area	F43 28	Sanbomia n		MillionCal	D25-65	Diesel	Belinap	\$325.00	\$95.09	\$325.00	\$95.00	\$325.90	\$75.00	\$300.00
Owinet Building	50 Communicatio rs Dr	Loconia	1	Olympian	DI25PI	DHESEL	Beknop	1350.00						1500.00
NIWH	139 Winter Street	Tillon	ł,	Olympian	100KW/D 100P1	#2 Fuel	8eknap							1500.00
ин/н	139 Winter Street	Tillion	1	Clorke	VMFP04H	Diesel	8s≋nap							51.00
NHAH	139 Winter Storet	ilton	ŝ	Cotenpillor	450KW C15	Ulira Law Sulfer Diesei	Belknap	3% i					1	1800.00
Laconia Office	426 Union Ave	Laconia	ĩ	Tahiet	125 REQUJE	Diosel #2	Belknap	\$395.00	195.00	\$395.00	\$95.00	1391.00.		\$400.00
2		Tellinap Cov	inty	****		S								
Carol County Courthouse	75 Water Village Road	Oxsipee	1	Cummings	DCHAB- 5877353 300 KW	Diesel	Carol	3395.00	\$25.00	\$395.00	595 GO	1285.00	196.00	\$600.00
Whitlier Mountain		Onipee	t,	L CAT	G20F35	Рюрале	Canal							\$500.00
froop E	1864 While Mountain Rd	lamworth	Ē.	Kahler	50 REOZ 16	Diesel	Carrol	1375.00				5.10		\$400.00
Fuel Site #20	1864 White Mountain Rd	Tamworth	•	Kohler	897ESVL	*	Canol	\$295.00	\$95.00	\$295.00	\$75.00		8 8	\$100.00
PS 301-Conway	608 Eoton Rd (NH 153)	Conway	- U.;	Generac	\$00060	Diesel	Carol	1350.00	195 DD	\$350.00 [°]	\$95.00	10		\$409.00
PS 311- Tullonboro	378 Middle Rd.	Tuttonbora	E.	Kohler	IOREOZJ C	Diaset	Carroll							\$200.00
PS 312- Wakefield	1540 Wakefleid Rd.	Wakefield	d.	Kohler	20REOLI C	Diesel	Carrol		343				<u>10</u>	\$200,00
Conway Scenic Vista	3654 White Min Hwy (US 302)	Canway	. e	Kohler 20KW	2OREOZ JS	Diesel	Corroll	\$195.00	\$95.00	\$195.00	\$95.00			\$200.02
Conway Office	Siê White Mouniain Hwy	Conway	4	Kahler	50 RE7G	Diesel #2	Carroll		_		_1_11			
	Sanbornion Pest Area Dwinet Building NHVH NHVH JIHVH Laconia Office Carrol County Courthoure Whittler Mountain Troop E Fuel Site # 20 PS 301-Conway PS 311- Fuffonboro PS 312- Vrakefield Conway Scenic Visto	Schbornion Pest Area 1493 SB Dwinet Building Communication II Dr INHVH 139 Winter Street NHVH 139 Winter Street IHVH 139 Winter Street ILaconia Office 428 Union Ave Carcell County Courthouse 94 Water Village Road Whittlier Mountain 1864 White Mountain Rd Fuel Ste #20 1864 White Mountain Rd Fuel Ste #20 1864 White Mountain Rd PS 301-Conwary 608 Eaton Rd (NH 153) PS 311- Tullonboro 328 Middle Rd. PS 312- Wakefield 3654 White Ath Hwy RUS 302) Conwary Scenic 3654 White Ath Hwy RUS 302)	Sanbarnian Pest Area 1-93 58 Sanbarnia n Dwheil Building Communicatio n Dr Laconia Dwheil Building Communicatio n Dr Laconia NHVH 139 Winter Streat Tition NHVH 139 Winter Streat Tition IARVH 139 Winter Streat Tition Iarona Corrid Corrid County P6 Water Village Road Oxilose Whittier Mountain Costose Tamworth Mountain Rd Tamworth Tamworth Fuel Stie #20 1864 White Mountain Rd Tamworth Mountain Rd Tamworth Fige Still- State 1540 Waterfield Tamworth P5 301-Conway 608 Eaton Rd (NH 133) Conway P5 312- Water 1540 Waterfield WateField Waterfield Rd. 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MBionColl 025-65 Denel BeSinop 1225 00 195 00 1325 00 1325 00 1350 00 1350 00 1350 00 195 00 1225 10 195 00 1225 10 195 00 1225 10 195 00 1225 10 195 00 1225 10 195 00 1225 10 195 00 1225 10 195 00 1225 10 195 00 1225 10 195 00 1225 10 195 00 150 00 150 00 150 00 150 00 150 00 150 00 150 00</td> <td>Sentomion Peut Area L43 SA Sortomio n I MBIOnCol 0 D23-65 Deviet Belingo Beling L225 00 L95 00 <thl95 00<="" th=""> L95 00 L95 00<</thl95></td> <td>Schbornion Revi Area LA3 38 Schbornio A I MillenCat D21-45 Devel Betrop 127500 137500</td>	Sanburnion Peek Area Le3 38 Sonburnio n I MillionCal D25-45 Devel Bestrop 1225 00 Dwineit Building Communication ni Dr Loconia I Ommunication D125P1 DE3EL Bestrop 1325 00 HHVH 139 Winter Street Billion I Champion 100KW/D 22 Fuel Bestrop 1325 00 HHVH 139 Winter Street Billion I Charpelon 100KW/D 22 Fuel Bestrop 1325 00 HHVH 139 Winter Street Billion I Clarke VMFPGHH N Diesel Beltrop 1325 00 IHVH 139 Winter Street Billion I Clarke VMFPGHH N Diesel Beltrop 1325 00 Laconia Office 426 Union Ave Laconia I Carenet 125 KC01/F Diesel Beltrop 1325 00 Laconia Office 426 Union Ave Laconia I Carenet 125 KC01/F Diesel Beltrop 1325 00 Velage Road Osibee I Currinings DCHA8- KC01/F Diesel Caroli 1375 00 Fuel Size 20 Bét White Mountain Cribbee I Carite S0 RC02/F Diesel C	Schloumion Pesi And 143 58 Sorbornio n 1 MilonCol D25-65 Detel Besinop 1225:00 195:00 Dwhet Suiding Communication ru D 100 Loconic 1 Drimpion D125P1 DESEL Besinop 1 139 Woler 1300 195:00 195	Schbornion Pasi Avec Jan 358 Schbornio n I MitonColi D25-45 Detel Belinop Jan 250 Jan 250 <thjan 250<="" th=""> Jan 250 <thjan 250<="" th=""></thjan></thjan>	Simburnion Part Avera 1493 38 Somburnio n I. MBionColl 025-65 Denel BeSinop 1225 00 195 00 1325 00 1325 00 1350 00 1350 00 1350 00 195 00 1225 10 195 00 1225 10 195 00 1225 10 195 00 1225 10 195 00 1225 10 195 00 1225 10 195 00 1225 10 195 00 1225 10 195 00 1225 10 195 00 1225 10 195 00 150 00 150 00 150 00 150 00 150 00 150 00 150 00	Sentomion Peut Area L43 SA Sortomio n I MBIOnCol 0 D23-65 Deviet Belingo Beling L225 00 L95 00 <thl95 00<="" th=""> L95 00 L95 00<</thl95>	Schbornion Revi Area LA3 38 Schbornio A I MillenCat D21-45 Devel Betrop 127500 137500

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			Carroll Cee	aly -				č						.0	
Dept of Military and Velarany Alfain	Hibboro RC	1 40 West Main St	Hibboroug	1	Cummings Pwr Gen	ICO GSGAA	Diesal	Historoug	\$325.00	\$95.00	\$375.00	\$95.00	\$375.00	175.00	\$300.00
Depi of Military and Velerans Alfain	Monchester RC	1059 Canal SI,	Monchesie 1	i'	Cummings Pwr.Gen	05M11- G4	Diesel	HElstooroug h	\$395.00	\$75.00	\$395.00	195.00	1395.00	175.00.	\$500.00
Depi of Milliory and Veterans Alfain	MBard RC	154 Olgood Rd	Millord	ŧ	Cummings Pwr Gen	100 GSGAA	Diesel	Hisboroug	\$325.00	195.00	\$325.00	175.00	1325.00	195.00	\$300.00
Depliot Millary and Veterans Alfans	Nashua Armory	154 Doniel Websier Hwy,	Nashua	1062	Cummins	100 GSGAA	Diesel	Misboroug	\$325.00	\$95.00	<u>រោង 00</u>	195.00	. \$375.00	\$95.00	\$300.00
DA\$/Bureau Court Facilities	Hillsborough Courthouse North	300 Chesinul St	Moncheste 1	đ	<u>Kohler</u>	750 545	Diesei	Hillsboroug D	\$3*5.00	\$95.00	\$375.00	\$95.00	\$395.00	- 395.00	1500.02
OAS/Bureau Court Facilities	Merrimack Courthouse	4 Baboosic Lake Road	Methodsk	ł.	Kohler	40 REIG	Notural Gas	Hillsboroug h	\$275.00	\$95.00	\$275.00	195.00	\$295.00	195.00	\$307.05
DAS/Bureau Court Facilities	Hillsborough Courthouse South	30 Spring Street	Nashua	1	Caterpillar	3208	Diesel	Hillsboroug h	13°5 M	175.00	1375.00	\$75.00	1395.00	375.00	\$400.00
DAS/Bureau Court Facilities	Manchestler Curcull Court	35 Amhersi Sizet	Monchesie	4	Kohier	2006628	Halurel Gas	Hitsboraug	\$495.00	\$175,00	1-1*5_00	\$195.00	1495.00	1195.00	\$500.00
DAS/Bureou Court Facilities	Millord 9th Clicuil Court	4 Meadowbrook Drive	Millord	+	Kohler	1BOREZX8	LP	Hillsboraug h	\$495.00	195.00	\$495.00	\$95.00	1475.00	\$95.00	\$400.00
DHHS/DJJS	3X2C	1056 N River Rd	Mancheste 1	2	Caterpillor	LC6/3456	Olesel	Hillsboroug h	\$1,000.0 · 0	1200.00	\$1.000.0	1200.00	\$1.000.0	1700.00	\$600.00
DHH\$/DJJ\$	SYSC .	1056 N River Rd	Mancheste r	0	Categollar	3412	Diasel	Hitsboroug h	1495.00	\$75.00	54°5.00	\$95.00	1495.00	\$95.00	\$400.00
DHHS/DJJS	sysc	1056 N River Rd	Monchesie r	a	Col/Ohmpi an	CD-125	Dieset	Hilliboroug	1325.00	\$95.00	\$325,00	0 \$75.00	\$325.00	\$95.00	\$300.00
CHIHS/D115	3YSC	1056 N River Rd	Manchester 1	а	Cat/Olympi din	CC070	1P Gas	Hillsboroug h	\$195.00	\$95.00	3195.00	395.00	\$175.00	395.00	\$200.00
DNCR	M fler Park	3 Timber Swamp Rd	Pelerborou gh	4	Kahler	35RZG	Clease	Historoug	\$775 00	195.00	\$275.00	\$75.00	1225.00	\$95.00	3300.07
DOS Staie Police	îraop B	là Easi Point Dr	Fedford	э	Caterpillar 250 KW	DISOPE	Diesei	Helisboroug h	\$350.00		\$350.00				00
DOS Sigle Police	Miller park	Miller Park Rd	Peterborou gh	4	CAT G20F35 20 KW	E12140	Diesel	Hillsboroug h	1295.00	195.00	\$295.00	\$195.00	1350.00 1295.00	195.00 3195.00	\$ <u>500.00</u> \$300.00

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800 C		·····			8			ii)		100			38		
DQT – Tumpikes	Bectord	Evereti Tumpikes	Beckard	•	CAT	5100- 6///00//// 208_Vol//J 208_Vol//J 208_Vol//J	Diesel	Hillsboroug	\$295.00	\$75,00	\$295.00	\$95.00	\$795.00	\$95.00	\$300.0
DOI - Tumpikes	Meetinack Malnienance	Everett ' Turnpäre	Merinjack	F	Cotarolika	060- 6/60KW/2 08 Voll/3 Phose	Diesel	Hilbboroup	1295.00	195.00	\$295.00	\$75.00	1275.00	\$*5.00	1200.0
DOT District 4 Moint_	MB 404- Hillsborough	679 West Moin St (Roule 9)	Hillsboroug h	Ē	'Koher	20	Diesai	Hilkbaroug _h	\$295.00	195.00	\$295.00	\$95.00	1295.00	\$75.00	\$200.0
DOT District 5	PS 511 Bectord	, & East Point Dr.	Redford	£5	Calerpiilar	D60-D	Diesel	Hisberoug h	\$295.00	195.00	\$295.00	\$75.00	1295.00	\$95.00	\$200.0
DOT ONHet 5	P\$ 527 Manchester	NH Route 101 Eastbound	Mancheste r	46	Calendiar (Olympian)	O25P15	Diesel	Hisbaroup	1 1275 00	195.00	\$275.00	395.00	\$275.00	\$95.00	1700.0
DOF Datifiel 5	PS 510 Millord	33 Bucton Rd	Millord	92	Kahler	20- 2250KW / 3011EO2J	Diesel	Hästoroug h	\$295.00	395.00	3295.00				24
NH Employment Seculty	NHES	6 fownsend West	· Nashva	Ē	Kohler	250 KW REOZJE	Deset	Hillsboroug	\$395.00	\$95.00	1395.00	195.00	\$275.00	\$95.00	\$200.0
NHFEG	Milliond Hatchery	Horth river Rd	Millord	Ň	Kohler	45KW	Propone	>n≊sooroog ti	\$295.00	\$95.00	\$295.00	175.00	\$295.00	\$75.00	5000.0
NHFEG	Millord Hatchery	North river Rd+	Milliond		Kohler	100KW	Oicse!	Hillsboroug h	\$275.00	\$75.00	\$295.00	\$95.00	\$295.00	195.00	\$300.0
NH state Uquor Commission	Store #69	Colkeum Ave	Nonhuo	(16)	Colenniar	CYEI	Diesel	Historoug	\$375.00	195.00	\$375.60	175.00	\$375.00	195.00	\$300.0
822	5	ंग.	Hillsborough C	ounly	2			÷				4	- HLCG		
Dept,of Military and Velerans ~ Alfain	u JFHQ Building #1	1 Minutensan 'Way	Concord	4	Sir Colemator	SR4B	Diesel	Mertimocit	\$795.00	\$75.00	\$795.00.	595.09	\$795.00	\$95.00	\$ 500.00
Dept, of Milliory * and Veletans Attains	USPFO Building	l Minuteman Way	Concord	a.	Kohler	1.50R07.1	Diesel	, Merimock	5375.00	595.00	5	nidari - Gil		а 3 ⁴ .	
Depl. of Milliony and Veterans Attain	AASF	25 Regional Or	Concord	J.	Colemitar	BBOH- 4P	Dissel ,	Merimack		572.00	3395.00	\$95.00	1395.00	<u>\$95.00</u> '	\$300.0
					L			*	1375.00	\$95.00	1395 00	195.00	\$375.00	175.00	\$\$00.00

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Contractor Initials Date vaa

Dept of Military and Velerans Affairs	Concord SMR	Building M	Concord	E j	Kohler	iacescoa G	⁷ Diesei *	Menimock	\$395.00	195.DQ	- \$395.00	.1	5 \$395.00	\$95,00	\$300.00
Dept of Millory and Velerons Affaits	Franklin RC	300 South Main St.	fronklin	. 1.]	Cummings Pwr Gen	100 GSGAA	Diesei	Menimack	1375.00	\$95.00	\$325.00	\$75.99	\$325.00	\$?5.00	\$390.00
Dept of Milliony and Veterons Allain	Pembroke RTI	R1, 104	Pendoroke	۲.	Cummings Pwr Gen	GFLA 1976	Natural . Gas	Merimack	1293.00	\$95.00	1295.00	. 175.00	\$295.00	175.00	\$500.0
Dept of Milliony and Veletions Affairs	Pembroke Dom	Rt. 106	Pembroke	10	Cummings Pwr Gen	GFJ81976 06	Natural Gas	Menimach	\$1.100.0 -0	195.00	\$1,100,0	\$*5.00	\$1.100,0	\$95.00	\$500.00
Dept of Military and Vaterons Affairs	Pembroke RC	722 Riverwood	- Pembroke	et o un Na	Coterpillor Engine Modif KGNKB14,22 C1	DG230G C 230KW	Natural Gat	Mentingsk	\$395.00	· \$95.00 .	\$395.00	\$95.00	\$395.00	\$95.00	\$300.00
OHHS	Philorook	121 South fruit S1,	Concord	£4,	Cummins	- DG-08 +5480578	Diesel	Mentropoli	1325 00		\$325.00	\$75.00	\$325.00	\$95,00	\$300.00
DHHS	Haward Recreation	34 Clinton skeet	Concord	14	Waukesha	412 Series SCT8,3	L. Dissel	Methock	1/125 00	\$95.00	1325.00	\$75.00	1325.00	\$25.00	\$300.00
DAS BE&AM	Brown Building	° L29 Placsant St,	Concord	- 1. - 1.	Catemilar	SR48-350 KW	DIFSEL/K EROSEN E	Memmocir	\$425.00	\$95.00	\$425.00	\$95.00	\$425.00.	\$95.00	\$400-00
DAS/Bureau Court Facilities	Concord District . Court	32 Clinton 51	Concord	ų.	Caterpilar	3208	Diesel 1	Manimack	\$325.00	175.00	\$325.00	\$95.00	1325.00	\$95.00	1300.09
DAS/Bureou Court Focilities	Merrimaak County Superior Court	5 Court St	Concord '	· · •	Colempliar	450/C15	Diesof ,	Mertmack	\$\$\$0.00	\$95.00	\$550.00	\$75.00	\$550.00	\$95.00	\$500.00
Depl, of Corrections	NHSP/Men/Adm in	261 No, Slole Sireel	Concord	0	Generoc	\$D275	Dieset	Merrimock	\$475.00	\$95.00	\$495.00	. 595 00	\$495.00	1995.00	\$200.00
Depl, of Corrections	NHSP/Men/Klich en Loundry CCU SPU	281 No, Sick Sireat	Concord	de la	Caterplior	3412/A22 5460012	Diesel	Menmock	\$495.00	\$95.00	1495.00	\$95.00	\$495.00	\$75.00	\$500.00
Depi, of Consciens	NHSP/Men/SHU	. 28) No, Shale Street	Concord	4.	Generac	SD175	Diesel	Manimock	\$395.00	\$95.00	\$395.00	. \$75.00	1375.00	175.00	
Dept, of Corrections	NHSP/Men/Nort h End House	261 No, State Street	Concord	÷Ъ.	Coterpillor	075P3/E1 6407	Diesel	Manimack	\$295.00	\$95.00	\$295.00	195.00	\$295.00	\$95.00	1300.00
Dept of Corrections	HHSP/Men/Indus lifes	281 No, State Skeet	Concord	24. 19	Caterplar	0330/521 4218	Ofesel	Menimock	\$295.00	\$95.00	\$295.00	195.00	\$795.00	195.00	\$200,00

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Depl. of Corrections	NHSP/Men/Bolle r Room	281 No. State Street	Concord	3	Cotemplier	3412/SR4	Diesel-	Mentmaçir	\$595.00	\$75.00.	\$575.00	\$95.00	\$593.00	\$95.00	- \$400.00
Depl. of Connetions	NHSP/Men/Wor ehouse	3 McGuine Street.	Concord	x	Kahler	, 1009O257	Olecel .	Mentinack	\$375.00	195.00	- \$375.00	\$75.00	\$395.00	\$95.00	\$300.00
Depl, al Carections	NHSP/Men/H- Building	281 No, State Skeel	Concord	١.	- Calerollar	3208/7C8	Diesel +	Matthock	\$395.00	195.00	\$395.00	\$95.00	\$395.00	\$15.00	5300.00
Dept of Consctions	NHCF/Women's Prison	42 Parimeter Road	Concord	í.	Cummins	75000008	Diese	Merimock	1990.00	195.00	\$990.00	595.00	5990.00	\$95.00	\$700.00
DOS - FSTREMS	NH Fire Academy	98 Smokey Bear Blva	Concord	, F	Kohler	300Reozi MA-16293	Diesei	Mentmack	1375.00	175.00	3375.00	\$75.00	\$395.00	195.00	\$500.00
DOS - FSTREMS	NH file Academy	98 Smakey Bear Blvd	Concord	P.	Kohler	ISOReozi MA-16295	Diesel	Merimack	\$395.00	175.00	1775.00	\$75.00	1375.00	175.00	\$300.00
DOS Siale Police	Troop D	139 Iran Warks Rd	Concord	ř,	Coterpilior 150 KW	015021	Diesel ⁴	i Merrimack	\$395.00	\$75.00	-\$3*5.00	\$75.00	\$395.00		78
DOS Sidie Police	Radio Communication 1	39 Hozen Dr	Concord	1	Kohler 60 KW	60	Diesel	Menmock	1295.00	195 00	\$295.00	\$75.00	\$295.00	\$95.00	\$300.00 \$300.00
DOS State Polico	Oak Hill Tower	Oak Hill Roud	Loudon	*	CAT G20F3S 20 KW	E12163	Propone	Menimack			19 G		: 	95	- NYTACA
DOT - Trattic	Main Office	18 Smokev Bear Blvd	Concord		Kohler	125REOZJ B	Diesel	Merrimack	1195.00 3325.00	195.00	1195.00	\$95.09 \$95.00	\$175.00	\$75.00	\$200.00
DOI – Tumpikes	Hooksei) Mainy Tal	+93 - -	Hooksell	1	Caterpliar	D100-1 6/100Kw/ 208 Voli/3 Phase	Diesel	Manndet	\$375.99	195.00	\$325.00	<u>\$75.00</u>	\$325.00	195.00	\$300.00 \$300.00
DOI – Tumpikes ^J	Hocksell Side Fol	Hackelf Ha Road	Hooksett	.*¥	Caterpillar	D60- 6/60KW/2 08 Volt/3 Phase	Propone	Menimock			2 W 3	2 2 2 2 2 2			
DOT – Tumpikos	Tumpikes Admin Building - Traiter Mounted Generator	36 Hackeil Hil Rd.	- Hookselt-	71. ¹	Taylor Power Systems	100 KW/208 Vol1/J Phate	Diesel	Merrimact	1325.00	\$93.00	\$325.00	\$75.00	\$325.00	<u>'395.00</u>	_ \$300.00
DOT - Turnpiltes	jumpikas Admin Bulking	36 Hackett H a Rd,	- Hookselt -	4	Kohler	IDORZ	Helural Gei	Menimact	\$295.00	195.00	1250.00	175.00 175.00	1250.00	\$95.00 \$75.00	\$200.00

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Contractor Initials 1111/9099 20

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NH State Uquer' Store # 66	Intentate 93 Northbound "	Hooksell Serve Areo	Hooksell	A.	Caterpillar	'CIS	Diesel	Merrimack	\$375.00	195.00	1395.90	\$75.00	\$395.00	\$75.00	\$400.0
NH Slate Uquor Store # 67	interstate 93 Southbound	Hookseti Serve Areci	Hooisell	1	Caterpillar	ÇIS	Oleset	Memmack	\$395.00	\$95,00	- \$395.00	195.00 .	\$395.00	\$95.00	\$400.0
DOT Fuel Distribution	Fuel Sile 55	57 Hazen Dr.	Concord'	¥.	Kohler	20REO7J C	- Diesel	Mentinack	1225.00	\$95.00	* \$225.00	375.00	\$225,00	\$95.00	\$100.0
DOI Dishict 2	PS 214-New London	63 Old Dump Rd	New London	а ц	Kohler 2007	. 25 kw	Internal Diesel Tank	Mentinack	1275.00	\$95.00	1725.00	\$75.00	\$775.00	\$75.00	\$100.0
DOT Oblight 5	P\$ 526 Worner	35 Womer Rood	Womer '	ř,	John Deere	, MJB2012L U1OR3	Owiel	Mantmock	1259.02		\$250,60	\$95.00	\$250.00	\$95.00	\$290.0
DOT DisMet 2	PS 210-Andover	• 17 Swiich Rd.	Andover	^{8.} 1	Konier	ZORELLIC	Dieset	Merimock	- \$225.00 -	5 175.00		195.00	\$725.02	\$95.00	\$100.0
DOT Divitiet 2	PS 211-Franklin	38 Solitoury Pd,	Franklin	٦.	Kohler	20REL2JC	Dieset	Merrimack	\$725.00	\$95.00	\$225.00	\$95.00	\$225.00	\$95.00	\$102.0
DOI-IZMO	Bureciu 56	South Bow Rd	Bow	$\mathbf{F}_{\mathbf{r}}$	Slemens	8x.M	LP	Mentmöck	\$100.00	\$95.00	\$100.00	\$95.00	\$100.00	\$95.00	\$100.0
DNCR	Worehouse Beor Brook Sigle Pk-	3 DRED Circle	Allenstown	1	Kohler	60 RECZUC slandby	Propone	Menknock	\$225.00	195.00	\$225.00	\$95.00	\$725.09	\$75.00 ⁻	\$300.0
DOT District 5	P\$ 525- Contenbury	123 West Rd,	Canterbury	÷	Kohler	20REOZJ	Oleval	Menimock	\$225.00	175.00	1225.00	\$95.00	\$225.00	\$95.00	\$200.0
ONCR	Main Office	172 Pembroke Rd	Concord	P.	Olympian	0150 P1	Diesel	Mentmock	\$395.00	\$95.00	\$395.00	195 00	00.2%	195.00	\$400.00
DNCR	Summit of Kearcige MT	Kenninge Rd 1	Wimoni	1	Cal/Ohmp	GAOLG	, LP	Menimock	5500.00	\$195.00	\$500.00	\$1*5.09	1500.00	\$195.00	8
NH Depart of Revenue	Medical and Surgical bidg	109 Pleasant St	Cancord	į.	Cunwnins	G3 150	Diesel •	Mertincick	\$395.00	\$95.00	\$395.00	\$95.00:	\$395.00		5500.00
(H Employmen) Security	TOBEY BUILDING	45 SOUTH FRUIT STREET	Concord	13:	Calenaltar ;	8005	Diesei	Mentmack	\$1.295.0	\$195.00	\$1,295.0	5195.00	\$1.295.0	175.00	\$400.00
NH Lollery	19	14 Inlegra Dr	Concord	ţ.	Onen	ISEM	LP	Merimocl	\$225.00	195.00	* 1775.00	395.00	1225.00	\$195.00	\$900.00
NH Police Stondards & Training	Arthur D, Kehas Iraining Foc. & Compus	17.tnstitule Drive	- Concord	ĩ	Colembor	C15/LD5.	Diesel	Merimosit			<u></u>			#13.00.	1.00.00
	Compa						t0	10001024085	\$425.00+	\$95.00	\$425.00	\$95.00	\$425.00	\$95.00	\$400.00

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Contractor Initials 200<u>6</u>

	- 18 - 18 -	22		1		1.25		8						12	42
NH Police Standards & Training	Arthur D, Kehai Iraining Fac & Compus	17 institute Drive	Concord	į.	Coterpiliar	C15/106. 350kw	Diesel	Merimoci	\$475.00		\$475.00	395.00	\$475.00		
NH slate Liquor Commission	Head quarters	Sion si	Conçord	ы ^н .	CateripBor	SR4	Dieset	Mertmocir	\$+25.00	375.00	\$425.00	\$95.00	\$425.00	175.00	\$400.
H skate Ukuar Commission	Maintenance	-Slickney Ave	Concord	2	Ocesan) (port)	G90W ID- TJ	Diasel	Me#imack	\$\$09.00	\$200.00	\$500.00	\$200.00	1500.00	\$200.00	5400
NH state Liquar ¹ Commission	Liquor Enforciment RV	50 Slom Street	Concord	ġ.	Powerlech	PT251	Gosolin		\$725.00	\$95.00	1275.00	\$75.00	\$225.00	\$95.00	5100
* 5	1				, These L	ocations Pric	ed Without A	TS Testing			100			25.6	
DAS General Services	ŧoc	110 Smokey Bear Blvd	Concord	Ŀ.	Colerpillor	3412C	Diesel	Menimock	\$790.00	\$75.00	\$990.00	\$95.00	1990 00 1	\$75.02	\$900.0
DAS Generol Services	Oepl, of Agriculture Disease Response Trailer	10 10 29	Concord	i,	Porter Coble	85¥800-1`	: Gasalin	Meirinock	\$209.00	\$95.00	\$200.00	195.00	1200.00	\$95.00	\$1,
DAS General ' Services	Qawnlown Boler Plant	12	Concord	9	Kohler	KGSD	Notural Gos	Maximack	\$325.00-	1=5.00	\$325.00	575.00	\$325.00	\$75.00	. \$300.
OAS General Services	Surplus Worehouse	12 Hills Ave	Concord	!	Kohler	150REOZJ B_	Diazol	Marinock	\$395.00	\$95.00	\$375.00	\$75.00	5395.00	575.00	\$409.
DAS General Services	Division of Motor Vehicle	23 Hazen Dr	Concord	i.	Xohler	40OREO2 JB	Distof	Mertmack	\$495.00	\$75.00	\$475.00	\$95.00	\$495.00	175.00	\$500.0
DAS General Services	Slafe House Annez	25 Capilol SI	Concord	7	Cummins	GGLA	Natural Gas	Mertmock	1375.00	\$75,00	\$395.00	- 195.00	1395.00	\$95.00	\$300.0
DAS General Services	Health @ Welfore Building	27 Hozen Dr.	Concord	0 4 10	, Cummins	SOOFORSO SOCC	Diesel	Manimack	\$350.00	175.00	\$350.00-	· 195.00.	\$350.00	\$95.00	\$400.0
DAS General Services	Haolth @ :Welfore Building	27 Hazen Dr.	Concord	1	Caterplaar	M -	Diesel	Menimock	\$695.00	\$95.00	\$495.00	\$95.00	\$695.00	\$95.00	1600.0
DAS General Services	Health @ Welfare Building	29 Hazen Dr.	Concord	tų ^a r	Cummins	SOOFDRSO SZFF	Diesel	Merimock	\$350.00	195.00	\$350.00	\$95.00	\$350.00	- 175.00	2 5400.0
DAS General Services	Health # Welfore Building	27 Hazen Or.	Concord	2	Caterplia	SR-4B	Dieset	Mennaci	\$1,250.0	\$95.00	\$1,250.0,	195.00	\$1,250.0	\$95.00	5903,0
DAS General Services	Depl, of Solely	33 Hazen Dr.	Concord	10 10	Kohier	5005eoq	', Diesei	Menimock	\$575.00	\$95.00	\$595.00	\$95.00	\$595.00	175.00	1500.0

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Contractor Initials

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DAS General Services	Legislative Office Building	33 North State. St	Concord	÷-	Kohler	SOREOZJ C	Dieset	Merrimock	\$295.00-		1704 00	101.05	1005.00	16 1819	
DAS General Services	Molerials & Research	5 Hozen Dr	Concord	The second	Olympian	D150ml	Diesel	Merrinack	\$275.00- k \$350.00	\$95.00 -	\$350 00	- <u>195.00</u>	<u>1295.00</u>	\$95.004	\$200.0
DAS General Services	John O; Morton	2 Hazen Dr	Concord	a	Caterpillar	1406BTA	Diese!	Merimack	1350.00	195.00	1350.00	195.00	\$350.00	1991	
DAS General Services	DOT Machanical Services	33 Smokey Bear Bivd	Cencent	ч. -	- Currmins	,320004C	Dissi	Merimock	\$495.00	\$95.00	1495.00	\$95.00	1495.00	\$95.00 \$95.00	<u>1000(</u> 1000(1
DAS General Sorvices	Johnson Xall	107 Pleasont SI	Concord		Onen	75,00VB- 15R/2806 2A	DNESEL	Mettmack	\$395.00	.195.00	1395.00	\$95.00	\$395.00	\$95.00	5300.0
	a	1 . Mar	Mentmack Co	visity		 		·***.	2.62				9 		
DAS/Bureou Court Facilities	Roclinghom County County	10 Route 125	Brentwood	. 1	Coterpillar	Col SR4	Diesel	Fockingho , m .	\$+00.00	\$95.00 ·	\$400,00	\$95.00	\$100.00	\$95.00	\$300.0
OAS/Bureau Court Facilities	Rockingham County Country	10 Route 125	Brentwood	.#i	Cummins	Fite Pump 6BTA	Cliesel	Ročkingho m	\$100,00	\$95.00	\$400,00	\$95,00	\$400,00	\$95,00	\$1,0
DES	Watner H ill	Warner Hill Rd	Оелу	4	Ohmpkan	G20#	Dieset	Roctingha	\$250,00	195,00	\$250,00	\$95.00	\$250,00	\$95.00	\$100.0
. DES	Peose Tradeport		Portimoulh	4	Gелегос 94А02854-5	Cot 3208 -	Dissel	Rockinghu	\$ 375 00	\$95.00	\$395.00	\$75.00	\$395,00	\$95,00	5000
DOI Dutict 5	PS 309-Candio	376 Old Candio Road	Cañalla	un an	Kohier	20RE0218	Diesel	Rockinghia	\$250.00	\$95.00 i	\$250.00	\$95.00	\$250,00	\$95.00	\$100.0
OOI Dishiel 5	PS ST4-Solem	54 Shadow Lake Road	- Salem -	, gi	Cummings	C80 N6	Propriet	Rockingha	\$325,00	\$95,00*	1325,00	\$95.00	\$325.00	\$95,00	\$200.0
OOT Divider 5	PS 528-Deiry	59 Kendali Pond Road	Делу		Kohler	SOREZG8	Properve	Rockingho	\$375.00	\$95,00	1325.00.	\$95.00	\$325.00	\$95.00	\$200.0
DOS State Policé	ğ qoorj	315 Cate! I twy	Epoing 1	5	Kohler	SOREOLIS	Dieset	Pockinghia	\$375.00	\$95,00	\$395.00	\$95.00	\$395.00	\$75,00	\$200.0
DOI District &	PS 508 Epping	73 Old Hedding Road	Epting	1	Kohier	30REOZJ C	Diese	Rockingha	\$395,00	195,00	\$395,00	\$95,00	\$395.00	\$95.00	\$ 200,0
DOT District 6	PS 604 Northwood	1157 First NH Turnpike	, Northwood	$[a_i]$	Kohler	20REQLI	Diesel	Rockingha m	\$325,00	195,00	\$325.00	\$95,00	\$325.00	\$95.00	\$200.0
DOT District 6	PS 611 Kingslon	65 MIL Rood	Kingalori	1	Kohler	20REOZJ	Dieset, *	Rociónaha	1325.00	\$95.00	\$375.00	\$95,00	\$325.00	\$95,00 '	\$200.C

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Contractor Initials

A	1		r			R	1	1			\$8 - W			<u>.</u>	
DOT	8ridge Mainlenance	Sarch Mildred Long Bridge South Side	Portwooulh	1	Calendilar	C15 Geruel 500	Diesel	Roctingho	\$575,00	\$95.00	\$575.00	\$95.00	\$595.00	\$75,00	\$400,00
DOI	Bridge Mointenance	Memorial Bricigė South - Side	Portymouth		Columbio	G3406 .	Deset	facilitaria m	\$495.00	195.00	1495.00	\$95.00	\$495.00	\$75.00	\$300.00
1001	Bridge Maintenance	Hampton River Bridge, NH 1A, North Side	iHamplon	11 AN 11	International	C405 Gen 12. Subar Genset 135 m/s	Naturat Gras	Focimana	\$395,00	195.00	\$395.00	\$95.00	\$395,00	\$95,00 \$	\$300,00
DOI lunpikes	Hampion Mointenance	Liberty Lone	Hampton		Calen pil ar 60 KW	D60-45/60 KW/208 Vol0/Singl a Phase	r Oirsell	Rockinghu . m	.1325.00	\$95,00	\$325,00	\$95,00	7/ \$325,00 ·	\$95,00	\$200.00
DOT Turnolities	Hampton Side Road	Rie 101 to 1-95	Kompion	ų.	Chrispian 100 Kw	D150P1/ 100 kW/ -240 Voc/ Single Phose	Diesel	Rockingha 2 m i	\$395,00	\$95.00	\$395,00	\$95,00	\$375.00	\$95,00	\$300,00
DOI Tampikes	Hampton Main fot	195 Northbound	Hampion (Cotempiliar 150 KW	0150- 8/150- *£W/740 *Vac/3 Phone	Diesel	Rockingha m	1375.00	\$75,00	\$395,00.	\$75.00	1375,00	\$75.00	\$300.00
DOT Highways	Rł <u>m</u> ich	Ext111 Signals	Strathom	r	Kohler	IZRES		Rockingho	\$100,00	\$50.00	\$100,00	\$50.00	5100.001	\$50,00	\$50.00
DOT-TSMO	- Bureau 36	Hobbs Hill Water Tank of Peare	- Portumouth	412	Konler	10KW RESV	LP -	Rockingho , m ,	\$100.001	\$50.00	\$100,00	\$30.00.	\$100,00	\$\$0,00	'150,00
DAS Courts	Hompton Circuit Courthouse	3 Timber Swamp Rd 1	Hompton	-125-	Taylor Power Systems	27+03P	Diesel	Rockinghe	\$295.00	\$75.00 .	\$275.00	\$75,00	1295.00	\$95.00	, \$200.00 ·
ONCR	Seabrook Walcome 1 Centar	11-95	Seabrook	$\frac{1}{2} \left(\frac{1}{2} \right)_{i=1}^{n}$	Olympian	±100KW/24 G V/Single Phase	Diosel	i Rockingho (m	\$395,00	1 \$95.00	\$395.00	\$95.00	\$395.00.	\$75.00	\$200,00
DHCR Division of Porks	Walls Sands Stale Beach	1050 Ocean Shud	Rys	54	Kobler.	1128E5	Propone	Rochingha	\$100,00	\$50.00	\$100.00	- \$ 50,00	\$100.00	\$50.00	1.50 00
NH slote Liquor Commission	Siore#76	H95 North	Hampton	ġ.	Colembo	584	Diese	Rockingha,	1375,00	\$75,00	5395 0 0	⁶ 593.00	\$375.00	\$95,00	1300.00
NH state Liquor Commission	Store #73	H75 South	Hampton	i i	Olympion	97007763) Dissel	Rackingha	1795.00	195.00	\$295,00	\$75,00	\$ \$295.00	\$95,00	\$300.001
NH stale Uquor • Commission	Sicre #38	Portsmouth Troffic Circle	Portsmouth	1.	Xahler	350REOZJ	n -	Rockingho	\$+25,00 /	\$95,00	\$425,00	\$95.00	1425.00	\$95.00	\$400.00

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Contractor Initials

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3	8					2011			1.1						3
Seracoosi Science Center;	Odiome Point State Park	PO Box 606. Route 1A	Rye	liter F	Chympion	675136 -	Propone	Rockingha m	\$1.00	\$1.001	\$1.00	\$1.00	\$1.00	\$1.00	\$1,0
1 · i.	анан ала Хамаран		Recidence C	ounly	1.24 1.24 1.24	1.1		.3	a	11.1.1.4	S. 4		S		- 1
Dept of Millary and Veleraria Attains	Rochester RC	106 Brock SI,	Rochester	R,	Cummina	100 GSGAA	Diescl	Stratford	\$395.00	- \$95.00	\$395,00	\$95,00	- \$395.00	\$75,00	\$300.0
Dept of Millary and Velerans "Atlains	Portsmouth RC	803 McGee Drive	Portsmouth	Ť.	Kohler	IOOREOZJ F	Diesel	Skafford	\$395'00	\$95.00	\$395,00	\$75 DO	\$395.00	\$95.00	0 00C4
Dept.of Military rind Velerons Alfain	NH National Guard	Route 126	Siroflord		Cat Olympian	G100LG2	Propane	1 Strafford	\$325.00	\$75.00	\$325.00	\$75,00	\$325.00	\$95 00	\$300.0
Dept of Military and Velerans Alfairs	Sirafford Training Sile	H Academy Ave., Dining Hall Bidg 5	Cenier Strofford	ж	Kohler	LOOKW	Propone,	Skattord	\$325,00	\$95.00	1.125.00	\$95,00	\$325.00	\$95,00	\$300.00
Dept of Milliony and Velerans Attains	Stratford Training Site	Admin	- Canter Skotlard	r x	Cot Otympian	GIOOLG2	Propone	Sircflord	\$325.00	\$95.00	\$325,00	\$95,00	\$325.00	\$95.00	\$300.0
DAS/Bureou Court Focéliles	Dover District Court	25 St. Thomas Si	Dover	14	. Olympian	D20PIS	Diesel	Strafford	\$225,00	\$95.00	\$225.00	\$95.00	\$225,00	\$95.00	\$100,0
DAS/Bureau Court Facilities	Rochester Courthouse	76 No, Main Street	Rochester	÷ 1,* 3	Kohler	14/20RES	NG	Sirafford	\$100.00.	\$95,00	\$100.00	\$95.00	\$100,00	\$75,00	\$100.00
Deportment Salety	DMV .	SO Boston Herbor	Dover) 1:	Kochier	94-95 K - 182	Diesel	Strofford	\$200.00	\$95.00	\$200.00	\$75.00	\$200.00	\$95.00	\$100.00
005 Slate Police	Blue Job		Formington	ч.	CAT G20F35 20 KW	E121690	Propane	Strafford	J395 00	\$195,00	\$375.00	\$195,00	\$395.00	\$195,00	\$100.00
DOI - l'umplites	Dover Tall	Spaulding Tumpika	Dover		Caterplior	D60- 45/60KW/ 240 Volt/Singl e Phose	Oiesel *	Strafford	\$325.00	\$95.00	1325.00	\$95,00	\$325.00	\$95.00	\$300.00
DQT – Tumpikes	Dov er Mointenance	Ha?	Dover	ъ.,	• Coterplice	060- 6/60KW/2 08 Vall/3 Phase	Diecel *	Strattord	\$325 00	\$95.00	\$325.00	\$95.00	\$325.00	\$95.00	\$300.00
DOI – Tumpikes	Rochesler Toll	Spaulaing Tumpire	.j Rochester	17	Caterpillar	D60- 45/605W/ 240 V/Single Phote	Diese)	- Strafford	\$325.00 .	\$95,00	\$325 00	\$95.00	\$325.00	\$95.00	\$300.00

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Contractor Initials Date 1202A

. ⁸ x			Shatland Cov		÷.	ಜ್ಯಾನ	3	8. 140					(<u>?</u>)		
NH Employment . Security	NHES	3 March Brook Drive	Somerswor Ih	۰ľ	Kohier	100kw/RE OZJE	Diesel	Strattord .	\$325.00	195.00	\$325.00	\$95.00	\$325 00	\$95.00	\$300,0
DOT District 6	PS 602 Strafford	1011 Parker MF Ral	Strolford	. (C.	Kohler	20REO21 C	Diesel	-Strafford	\$175.00	\$95.00	\$195.00	\$75.00	\$195.00	\$95.00	\$200.0
DOT District 6	District 6 Office	. 271 Main Street	Durham	4	Kohler	12.5 RH - 62	fropone	Stratford	\$100.00	\$50.00	\$100.00	\$50.00	\$100.00	\$50.00	\$50.0
DOI JUMPRES	Rochester Mohilendince	Rt. 16 (Spaulding Tpk.)- 202 Connector (Exit 16 Wh)	• Rochester		Kohler 135 KW	C/130 C/135 KW/208 Vas/J Phase	Natural Gas	Skattoid	\$395.00	\$95.00	\$395.00	\$95,00	\$395.00	\$95,00	\$300,0

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

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Contractor Initia Dat 1929

RFB #2633-22 is incorporated here within.

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Contractor Initials Date <u>114</u>2032

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EXHIBIT E

Contractor's bid is incorporated here within

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Contractor Initials 99

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.

David M. Scanlan Secretary of State

CERTIFICATE OF AUTHORITY/VOTE (Limited Liability Company)

1.00

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' , .	Scott Scherbon, Jr. (Name of Sole Member/Manager of Limited Liability Company, Contract Signatory - Print Name)
1.	I am the Sole Member/Manager of the Company of
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 bindTriState 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.
	A AN AN
	1 Hun 100 V
	/ (Contract Signature)
	07/14/2022
	(Date)
	STATE OF
	COUNTY OF Rockingham
	A did All the state of the stat
	On this the <u>14th</u> day of <u>July</u> 20 <u>22</u> before me <u>MAUREN MOECIE</u> (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)

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

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CERTIFICATE OF LIABILITY INSURANCE

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

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C B R	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(les) must be endorsed. If SUBROGATION IS WAIVED, subject to													
th	e te	rms and conditi	ion		ertai	n pol	ONAL INSURED, the polic icles may require an endo							
PRO	DUCE	R						CONTAC	T Christi	ne Holman,	CPCU, CIC		200	
THE	RC	WLEY AGENCY	11	NC.				PHONE (A/C_No	(603)	224-2562	FAX (A/C, I	(603) 22	4-8012	
45	Con	stitution A	ver	nue				E-MAIL ADDRES	s: cholman	erowleyage	ency.com			
P.C). E	Sox 511							in s	URER(S) AFFOR			NAIC #	
Cor	cor	:d		NH 033	02-0	0511		INSURE	RA: Cincing	nati Ins				
INSU	RED							INSURE	RB:Travele	ers Insura	nce Co.		0060	
		ate Generat	or	5 LLC				INSURE	RC:Liberty	y Mutual				
18	Rc	oute 27						INSURE	RD:					
D -4					22			INSURE						
_		rood AGES		NH 038		ATE	NUMBER: 21-22 all	#NSURE	RF:		REVISION NUMBER			
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IN C	DIC/ ERTI	ATED. NOTWITHS	STA SSU	NDING ANY REQU JED OR MAY PER	IREM	ENT, THE II	TERM OR CONDITION OF AN NSURANCE AFFORDED BY T MITS SHOWN MAY HAVE BEI	IY'CONT HE POL	RACT OR OTH	HER DOCUME	NT WITH RESPECT TO V	VHICH THIS		
INSR LTR	-	TYPE OF IN	SUR	ANCE		SUBR WYD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP	L L	MITS		
A	x		L C								EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	s s	1,000,000	
 ^	-		- L				CSU0140859		10/10/2021	10/10/2022	MED EXP (Any one person)	- <u>-</u> -	5,000	
	-					8					PERSONAL & ADV INJURY		1,000,000	
	GEI	NL AGGREGATE LIMI	TAP	PLIES PER:		1			•		GENERAL AGGREGATE	5	2,000,000	
1	х		0- 51			÷.					PRODUCTS - COMP/OP AG	G S	2,000,000	
		OTHER:										\$		
	AUT	TOMOBILE LIABILITY									COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	
А	x	ANY AUTO ALL OWNED	_	SCHEDULED		8	9.E				BODILY INJURY (Per perso			
	_	AUTOS		AUTOS NON-OWNED		-1	EBA0554844		10/10/2021	10/10/2022	BODILY INJURY (Per accid PROPERTY DAMAGE			
		HIRED AUTOS		AUTOS	1						(Per accident)	\$		
		UMBRELLA LIAB	-	L., .								5		
		EXCESS LIAB	⊦	OCCUR							EACH OCCURRENCE	5		
				CLAIMS-MADE		÷					AGGREGATE	s s		
в		DED RETER	ÓN	ж э			MC2-318-952580-010		10/10/2021	10/10/2022	X PER OTI	-		
		PROPRIETOR/PARTN					3A States: MA				E.L. EACH ACCIDENT	s	500,000	
с	OFFI (Mar	ICER/MEMBER EXCLU Indatory in NH)	JDEC)? ¥	NIA		6JUB-5N16197-2-20		10/10/2021	10/10/2022	E.L. DISEASE - EA EMPLOY	EE \$	500,000	
	If ye DES	s, describe under CRIPTION OF OPER/	ATIO	NS below			3A States: NH				E.L. DISEASE - POLICY LIM	T S	500,000	
						015								
COV	eri	ng generato	r :	sales and se	rvic	.e	1, Additional Remarks Schedule, m inder the work comp				/e.			
CEI	TIF		R					CANO	ELLATION	•				
			••										1	
	В	ureau of P	ur	Dept of Adr chase & Pro	per	ty	vices	THE	EXPIRATION E	DATE THEREOF	SCRIBED POLICIES BE (;, NOTICE WILL BE DELI / PROVISIONS.		D BEFORE	
		5 Capitol Concord, NH		reet, Room 03301	102			AUTHOR	UZED REPRESEN	ITATIVE				
	C	J.		03301			<i>3</i> /	C Hol	man, CPCU	, cic/c	Cluster	HB6 [;	and	
<u>i</u>		00							© 19	88-2014 AC	ORD CORPORATION	. All ria	hts reserved.	

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