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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 120
Concord, New Hampshire 03301
Office@das.nh.gov

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Joseph B. Bouchard
Assistant Commissioner
(603) 271-3204

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

June 23, 2021

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 **sole source** contract with Blake Group Holding, Inc., dba/ Blake Equipment (vc# 163107) Concord, NH for a total of $23,308.16 to provide steam system maintenance services at 33 Green Street in Concord. The term of the contract shall begin on July 1, 2021or upon approval of the Governor and Executive Council, whichever is later, through December 31, 2021. 66% General Funds and 34% Transfers from other Agencies.

Funding is available in account titled Department of Administrative Services as follows:

01-014-014-141510-29500000	General Services Maint & Grnds	**SFY 22**
	048-500226 – Contract Repairs; Bldg. Grounds	$ 23,308.16
	Grand Total	**$ 23,308.16**

EXPLANATION

The Department of Administrative Services (DAS) constructed a new boiler building and heating system located at 33 Green Street that provides steam heat to the State House, State House Annex and State Library. The new heating system was manufactured by Cleaver Brooks and is currently under warranty. In order to maintain the warranty, DAS is required to complete annual inspections and maintenance from a factory approved contractor. This request is **sole source** because Blake Equipment is the only New Hampshire firm that is approved by Cleaver Brooks to perform the maintenance services on Cleaver Brooks equipment.

Respectfully submitted,

Charles M. Arlinghaus,
Commissioner

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street, Room 120 Concord, NH 03301	
1.3 Contractor Name Blake Group Holdings, Inc., dba/ Blake Equipment		1.4 Contractor Address 34 Locke Road, Unit 5 Concord, NH 03301	
1.5 Contractor Phone Number 603-624-1507	1.6 Account Number 01-14-14-141510-29500000-048-500226	1.7 Completion Date December 31, 2021	1.8 Price Limitation $23,308.16
1.9 Contracting Officer for State Agency Michael Connor		1.10 State Agency Telephone Number (603) 271-6899	
1.11 Contractor Signature Date: 6-17-21		1.12 Name and Title of Contractor Signatory Fred B. Cuda	
1.13 State Agency Signature Date: 6-24-21		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On: 6/23/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials FBC
Date 6-17-21

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials FBC
Date 6-17-21

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

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials FBC
Date 6-17-21

Exhibit A

Special Provisions

1. No Special Provisions.

Contractor Initials FBC
Date 6-17-21

EXHIBIT "B"

SCOPE OF SERVICES

1. The Contractor shall provide "steam heating system maintenance and inspection services" for 2 - Cleaver Brooks boilers and associated equipment located at 33 Green Street, Concord, NH.

2. The term of this contract shall be from July 1, 2021 or upon approval of the Governor and Executive Council, whichever is later, through December 31, 2021.

3. The term "steam heating system maintenance and inspection services" as used above shall include providing all supervision, materials, equipment, labor and transportation necessary for the successful completion of the work under the terms and conditions contained herein. The equipment covered by this agreement is as follows:

1 – Cleaver Brooks Steam Boiler, Model # CBEX-E-700-250-150ST, Serial # T6687-1-1
1 – Cleaver Brooks Steam Boiler, Model # CBEX-E-700-250-150ST, Serial # T6687-1-2
1 – Cleaver Brooks Deaerator, Model # SM-15-260-2E, Serial # T6687-4-1
1 – Cleaver Brooks Surge Tank, Model # SRG-600, Serial # T6687-5-1

4. The term "steam heating system maintenance and inspection services," as used above shall mean inspecting and servicing the equipment listed above as described herein according to manufacturer's recommendations.

Summer Maintenance July-August 2021

Boiler #1 & Boiler #2

Replace (State Provided) Pressure Relief Valves (2) on each boiler.
Vent piping to be rigged out of the way and supported temporarily while the valves are being replaced.
Inspect attaching mechanisms and open all access doors.
Inspect boiler and visible signs of hot spots and discoloration.
Open access doors to fireside and inspect fireside of boiler, clean heat exchanger surfaces as needed to be free of soot.
Inspect the refractory and insulation for wear.
Open waterside manholds and handholds for inspection.
Inspect and flush waterside of boilers with water.
Have boiler open and available for inspection by 9:30 AM by State boiler inspector.

 Contractor Initials FBC
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Blow down the gauge glass & assembly.
Perform a low drain test of low water cutoff.
Inspect and flush pressure control tree as needed.
Test water column water level ports.
Test operation of safety controls.
Test flame failure detection system for pilot & main fuels.
Test flame failure safety shutdown timing.
Test fuel trains interlocks.
Test high and low fuel temperature/pressure interlocks.
Test operating and high limit control functionality.
Test trial for ignition & full sequence timing.
Inspect the feed water valve and controls for operation.
Inspect water column and gauge glass for wear and etching.
Open and inspect internals of low water cutoff equipment.
Provide fireside and waterside gaskets.
Reseal boiler access panels.
Inspect blowdown valve and equipment for leakage and wear.
Close boiler and test fire.

Perform same procedure for boiler #2.

DA Tank

Open manway, flush surfaces, level sensor and blowdown column.
Check anode. Replace if necessary with State supplied anode.
Provide gaskets and close waterside; put unit back online and check operation.

Surge Tank
Open and flush waterside surfaces, level sensors and blowdown column.
Check anode. Replace if necessary with State supplied anode.
Provide gasket to close in the fall.
Leave unit open and install State supplied lights with GFI protection.

Fall Maintenance September – December 2021

Boilers #1 and #2

Tune boilers for optimum efficiency and provide written report of combustion results for each boiler.

 Contractor Initials FBL
Date 6-17-21

Surge Tank

Close waterside of surge tank with gasket provided at summer services.
Test operation and put unit back online.

5. The Contractor shall, in performing the services as described herein utilize mechanics certified to repair and maintain Cleaver Brooks steam boilers systems and associated equipment and controls.

6. All replacement parts shall be new and of the same quality and brand name as that being replaced. Substitutions will be permitted only with prior authorization of the Contracting Officer or his designated representative.

7. The State shall:

   a. Shut down equipment and have cooled prior to Contractor's arrival.
   b. Lockout and tag out all equipment.
   c. Schedule State Boiler Inspector.
   d. Perform bi-weekly inspections to check lights in the Surge Tank are working and no moisture is collecting on metal surfaces.
   e. Be able to provide full steam load to tune boilers.
   f. Repair any insulation damaged due to the rigging for the pressure relief valve replacement.
   g. Repair caulking, sealing and painting or water proofing around the vent pipe or roofing from rigging and supporting vent piping.
   h. Provide the Contractor with all pertinent information regarding the requirements for this contract within two working days of receiving a request for information from the Contractor.
   i. Examine any documents submitted by the Contractor and rendering decisions pertaining thereto promptly to avoid delay in the progress of the contractor's work.

8. All Contractor correspondence and submittals shall be sent to:

Michael Connor
State of New Hampshire
Department of Administrative Services
25 Capitol Street, Room 417
Concord, NH 03301

 Contractor Initials FBC
Date 6-17-21

Exhibit "C"

Payment Terms

1. The Contractor hereby agrees to provide "Steam Heating System Maintenance and Inspection Services ", in complete compliance with the terms and conditions specified in Exhibit B as follows:

Summer Maintenance Including Pressure Relief Valve Replacement on both boilers and the DA tank.	$16,633.16
Fall Maintenance	1,675.00
SubTotal	$18,308.16

2. In addition to the Steam Heating System Maintenance and Inspection Services, the Contractor shall provide Steam Boiler System Repair Services at the following rates not to exceed $5,000:

Monday through Friday 7:30 AM to 4:00 PM	$115.00 per hour per person
Monday through Friday 4:01 PM to 7:29 AM	$172.50 per hour per person
Saturday Work	$172.50 per hour per person
Sunday Work	$230.00 per hour per person

Invoiced time is based on a portal to portal basis. Truck Use Fee $79.00 plus $1.60 per mile over 50 miles. Materials shall be invoiced not to exceed 10% above contractor's cost. Any such Steam Boiler System Repair Services must be approved in writing in advance by the Contracting Officer.

3. In no event shall the contract price exceed the price limitation of $23,308.16

4. The Contractor shall be paid in full within thirty (30) days after receipt of invoice and acceptance of the work to the State's satisfaction. Said payment shall be made by means of a check mailed to the address Paragraph 1.4 of this contract.

Contractor Initials FBC
Date 6-12-21

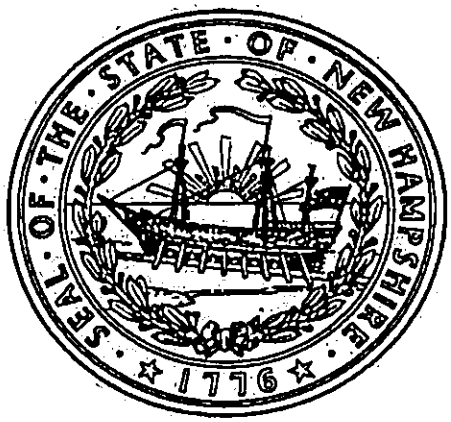
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BLAKE GROUP HOLDINGS, INC. is a Connecticut Profit Corporation registered to transact business in New Hampshire on October 12, 1982. 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: **53671**

Certificate Number : **0005376355**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this **3rd** day of **June** A.D. **2021.**

William M. Gardner
Secretary of State

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BLAKE EQUIPMENT COMPANY is a New Hampshire Trade Name registered to transact business in New Hampshire on September 03, 2008. 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: **601925**
Certificate Number : **0005376301**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this **3rd** day of **June** A.D. **2021**.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Michele DePatie, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Blake Group Holdings, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on June 17, 2021:
(Date)

RESOLVED: That the Fred B. Cuda
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

The 17 day of June, 2021.
(Date Contract Signed)

4. Fred B. Cuda is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF ~~NEW HAMPSHIRE~~ Connecticut

County of Hartford

The forgoing instrument was acknowledged before me this 17 day of June, 2021,

By Michele DePatie
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: SHARON V. KINNEY
NOTARY PUBLIC
My Commission Expires May 31, 2026

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/02/2021

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

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

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:	American Zurich Ins Co	40142
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Blake Group Holdings, Inc.
dba Blake Equipment Company
34 Locke Rd - Unit 5
Concord NH 03301 USA

COVERAGES CERTIFICATE NUMBER: 570087555706 REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL0651081523	04/01/2021	04/01/2022	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE / X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$4,000,000
	X POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			BAP 6510814-23	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC651067723	04/01/2021	04/01/2022	X PER STATUTE / OTH	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

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

The Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability policy as required by written contract.

CERTIFICATE HOLDER

State of New Hampshire

Department of Administrative Services
Charles Arlinghaus or designee
25 Capitol Street, Room 120
Concord NH 03301 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570087555706

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CleaverBrooks

11950 West Lake Park Drive
Milwaukee, WI 53224
414.359.0600
cleaverbrooks.com

April 14, 2021

Subject: Authorized Cleaver-Brooks Representative for New Hampshire

To Whom It May Concern:

This memo will confirm that The Blake Group located in Concord New Hampshire is the only authorized Cleaver-Brooks Representative for all new equipment, parts, conversions, and service for all Cleaver-Brooks products in New Hampshire.

Please do not hesitate to contact me if you have any questions regarding this matter.

If you have any questions please contact me for further clarification.

Sincerely,

Duane J. Rolkosky

Duane Rolkosky
Corporate Regional Manager – Eastern Region
414.577.2761
drolkosky@cleaverbrooks.com