



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

5F m.c.

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

May 31, 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 amend an existing contract (Contract #8003126) with Gemini Electric Inc, dba Power Up Generator Service Co. (VC#156871), Auburn, NH, for generator maintenance services, to remove one generator from the contract and add seven generators no longer under manufacturer's warranty with no change to the price limitation effective upon Governor and Executive Council approval through August 31, 2025. The original contract (Contract #8003126) was approved by Governor and Executive Council on August 17, 2022, item #81.

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 Executive Council on August 17, 2022, item #81.

The Department of Administrative Services Bureau of General Services has requested to remove a generator at the Swanzy DOT location that is no longer in service from the current contract (Contract #8003126) with Gemini Electric Inc, dba Power Up Generator Service Co. for generator maintenance services. This request, upon approval, would also add seven generators for generator maintenance services to this contract (Contract #8003126) which are no longer under manufacturer's warranty.

Request for bid (RFB# 2633-23) resulted in a contract award for Tri State Generators LLC (Contract #8003127) and Gemini Electric Inc, dba Power Up Generator Service Co. (Contract #8003126). Both Contracts contained the following provision within the defined award structure by county; The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. This requested amendment is in reference to Coos, Grafton, and Cheshire, all of which were awarded to Gemini Electric Inc, dba Power Up Generator Service Co.

The current price limitation is \$300,000 with a spend to date of \$23,643.91. The \$300,000 price limitation was intentionally set to allow for additional agency repair services and needs over the term, based on previous contract utilization.

Contract financials	
Price limitation	\$300,000.00
Less current spend	\$23,653.91
Less added amendment (7 generators)	\$14,811.00
Add remaining available funds	\$261,535.09
Price limitation (no change)	\$300,000.00

Based on the foregoing, I am respectfully recommending approval of this amendment with Gemini Electric Inc, dba Power Up Generator Service Co.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

**FIRST AMENDMENT TO THE CONTRACT
 BETWEEN GEMINI ELECTRIC INC, dba POWER UP GENERATOR SERVICE CO.
 AND
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
 FOR GENERATOR MAINTENANCE SERVICES
 CONTRACT # 8003126**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 9th day of May 2023, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Gemini Electric Inc, dba Power Up Generator Service Co. (hereinafter referred to as "the Contractor") for Generator Maintenance Services.

WHEREAS, pursuant to 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 remove one generator no longer in service and add seven generators no longer under manufacturer's warranty under the following pricing structure upon Governor and Executive Council approval through August 31, 2025:

Agency	Facility Name	Address	Town	Qty	Generator MFR	Model #	Fuel Source	County	Major PM Rate (Dec. 2022-Aug. 2023)	Minor PM Rate (Sept. 2022-Aug. 2023)	Major PM Rate (Sept. 2023-Aug. 2024)	Minor PM Rate (Dec. 2023-Aug. 2024)	Major PM Rate (Sept. 2024-Aug. 2025)	Minor PM Rate (Sept. 2024-Aug. 2025)	Lead Testing with Load Bank Sept. 2022-Aug. 2025
Add:															
DOT	DO - Swanzey	19 Base Hill Road	Swanzey	1	Kohler	48RCL	Propane	Cheshire	\$400.00	\$150.00	\$400.00	\$150.00	\$400.00	\$150.00	N/A
DOT	Manns Hill	1817 Mans Hill Road	Littleton	1	Kohler	20RCA	Propane	Grafton	\$325.00	\$195.00	\$325.00	\$195.00	\$325.00	\$195.00	N/A
DOS	Mitchell Hill	58 Castle Road	Haverhill	1	Kohler	20RSCL	Propane	Grafton	\$325.00	\$195.00	\$325.00	\$195.00	\$325.00	\$195.00	N/A
DAS Courts	Jaffrey Circuit Court	84 Peterborough Street	Jaffrey	1	Kohler	200REOZJF	Diesel	Cheshire	\$485.00	\$195.00	\$485.00	\$195.00	\$485.00	\$195.00	\$780.00
DAS Courts	Coos County Superior Court	55 School Street	Lancaster	1	Kohler	250RE0ZJE	Diesel	Coos	\$520.00	\$195.00	\$520.00	\$195.00	\$520.00	\$195.00	\$825.00
DAS Courts	Plymouth Circuit Court	26 Green Street	Plymouth	1	Kohler	200REOZJF	Diesel	Grafton	\$485.00	\$195.00	\$485.00	\$195.00	\$485.00	\$195.00	\$780.00
DAS Courts	Lebanon Circuit Court	38 Centerra Parkway	Lebanon	1	Kohler	80REOZJF	Diesel	Grafton	\$520.00	\$195.00	\$520.00	\$195.00	\$520.00	\$195.00	\$825.00
Remove:															
Dot District Maintenance	DO Swanzey	19 Base Hill Road	Swanzey	1	ONAN	30 DEH	Diesel	Cheshire	\$383.00	\$130.00	\$383.00	\$130.00	\$383.00	\$130.00	\$315.00

Contractor Initials: 
 Date: 5/11/23

All other provisions of the Agreement, approved by the Governor and Executive Council on August 17, 2022, item #81, shall remain in full force and effect.

Contractor Initials: *DR*
Date: *5/1/23*

GEMINI ELECTRIC INC, dba POWER
UP GENERATOR SERVICE CO.

By: _____

Matthew C. Conroy
(Print Name)

Title: _____

James

Date: _____

5/9/23

STATE OF NEW HAMPSHIRE

By: _____

Charles M. Arlinghaus

Charles M. Arlinghaus
(Print Name)

Title: Commissioner

Department of Administrative Services

Date: _____

5-9-23

OFFICE OF THE ATTORNEY GENERAL

By: _____

Jill Perlow

Jill Perlow
(Print Name)

Title: _____

Assoc. Attorney General

Date: _____

5/15/23

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

Signed: _____

(Print Name)

Title: _____



Power Up Generator Service Company

8 Priscilla Lane, Auburn, NH 03032
603-657-9080; fax 603-657-9082
www.powerupgeneratorservice.com

Certificate of Corporate Secretary

The undersigned, being the Secretary of Gemini Electric, Inc. (dba Power Up Generator Service Co.) a New Hampshire Corporation (the corporation) hereby certifies that the Directors of the Corporation, by unanimous consent, have authorized the corporation do the following;

Resolved:

- 1. Execute all necessary documents and contracts.

Matthew C. Connors is authorized to execute the required documents to effect purpose of this resolution.

Judy Audette 5/4/23
(Secretary)

Jacki Winda 5/4/2023
(Witness)

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 GEMINI ELECTRIC, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on May 21, 1990. 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: 160612

Certificate Number: 0006206577



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of April A.D. 2023.

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

David M. Scanlan
Secretary of State

Business Name Search

Business Details

Business Name: GEMINI ELECTRIC, INC. Business ID: 160612
Business Type: Domestic Profit Corporation Business Status: Good Standing
Business Creation Date: 05/21/1990
Principal Business Office Address: 8 PRISCILLA LN UNIT 1, AUBURN, NH, 03032, USA Mailing Address: 8 PRISCILLA LANE 1, AUBURN, NH,
Citizenship / State of Incorporation: Domestic/New Hampshire Last Annual Report Year: 2023
Duration: Perpetual

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / DEAL AS GENERAL ELECTRICAL CONTRACTOR	

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name: Shepard, Robert M, Esq
Physical Address: 47 Factory Street, Nashua, NH, 03060, USA
Mailing Address: 47 Factory Street, Nashua, NH, 03060, USA

Trade Name Information

Business Name	Business ID	Business Status
Power Up Generator Service Company	552193	Active

Trade Name Owned By

Name	Title	Address
------	-------	---------



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/21/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Optisure Risk Partner, LLC d/b/a Aspen Insurance Agency 40 Stark Street Manchester NH 03101	CONTACT NAME: Karen Case	
	PHONE (A/C, No, Ext): (603) 647-0800	FAX (A/C, No): (603) 647-0330
E-MAIL ADDRESS: Karen.Case@Optisure.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Selective Insurance Company		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CL2262117668 **REVISION NUMBER:**

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

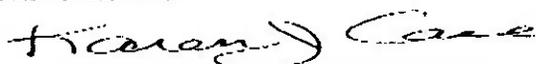
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			S 2400493	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 Pollution \$1,000 ded \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			S 2400493	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			S 2400493	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 9083018	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

RE: Annual Generator Contract

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Administrative Services 25 Capitol Street, Room 102 Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
-------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

© 1988-2015 ACORD CORPORATION. All rights reserved.



State of New Hampshire

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

MLC
81

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 Gemini Electric Inc. dba Power Up Generator Service Co. (VC# 156871) of 8 Priscilla Lane, Auburn NH, 03032, in an amount up to and not to exceed \$300,000.00 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-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 June 21, 2022 with responses due on July 7, 2022. There were six (6) compliant responses received with Gemini Electric Inc. dba Power Up Generator Service Co. submitting the lowest compliant pricing for four (4) counties.

The purpose of this item is to obtain approval to enter into contract for preventative maintenance, load testing, and repairs supporting the State's fleet of backup 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 four (4) counties awarded to Gemini Electric Inc. dba Power Up Generator Service Co. represent a total cost of \$150,315.00 for preventive maintenance and load bank testing for the three (3) year contract term. The Division of Procurement & Support Services has performed an analysis against the historical usage for repair services over the expiring contract term and included an allowance of \$149,685.00 to accommodate agency needs in the coming three (3) years. The suggested price limitation of \$300,000.00 represents an increase from prior contract of approximately 24% 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 14% higher than Gemini Electric Inc. dba Power Up Generator Service Co.

Financial Data;

<i>Repair Forecast 2022-2025</i>				
	<i>PM/Load Test 2022-2025</i>	<i>Repair Actual 2019-2022</i>	<i>Repair Projection 2022-2025</i>	<i>Total Contract 2022-2025</i>
<i>Power Up</i>	<i>\$150,315.00</i>	<i>\$157,186.95</i>	<i>\$149,685.00</i>	<i>\$300,000.00</i>

Based on the foregoing, I am respectfully recommending approval of the contract with Gemini Electric Inc. dba Power Up Generator Service Co.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2210

Bid Description	GENERATOR MAINTENANCE
Bid #	2633-23
Agent Name	Jeff Haley

TOTAL PRICE PER COUNTY										
Calculated as Total Major and Minor PM's (Contract Term 2022-2025) + Total Annual Load Bank Testing of all Diesel/Keorsene Generators (Contract Term 2022-2025)										
SEC A TOTAL	SEC B TOTAL	SEC C TOTAL	SEC D TOTAL	SEC E TOTAL	SEC F TOTAL	SEC G TOTAL	SEC H TOTAL	SEC I TOTAL	SEC J TOTAL	SEC K TOTAL
Belknap	Carroll	Cheshire	Coos	Grafton	Hillsborough	Merrimack	Rockingham	Strafford	Sullivan	
Brookfield	\$49,342.00	No Bid	No Bid	No Bid	\$73,554.00	No Bid	No Bid	No Bid	No Bid	\$7,628.00
Cummins	\$54,799.17	\$36,696.75	\$22,069.98	\$89,613.39	\$99,895.56	\$132,160.44	\$358,293.42	\$118,730.01	\$59,946.90	\$9,636.48
Powers	No Bid	No Bid	\$21,285.00	No Bid	\$8,940.00					
Timberline	\$93,784.50	\$55,566.00	\$36,667.35	\$101,573.55	\$146,389.50	\$202,849.20	\$610,558.13	\$126,979.10	\$109,573.20	\$15,429.15
TriState	\$29,190.00	\$17,085.00	No Bid	No Bid	No Bid	\$59,805.00	\$167,490.00	\$45,699.00	\$25,350.00	No Bid
Power Up	\$32,949.00	\$22,431.00	\$13,254.00	\$65,367.00	\$66,444.00	\$79,320.00	\$247,737.00	\$79,164.00	\$34,686.00	\$5,250.00

Cost Comparison to Expiring Contract								
	Total of Sections	Assumed Contract Spend	Prior Contract Award	Actual Spend 2019-2022	Total Difference	% Difference Actual	% Difference Forecasted	% Increase
TriState	\$344,619.00	\$603,083.25	\$136,192.00	\$417,116.12	\$280,924.12	206.27%	175.00%	30.84%
Power Up	\$150,315.00	\$300,630.00	\$72,300.00	\$229,486.95	\$157,186.95	217.41%	200.00%	23.66%

Total Cost Avoidance as Compared to Next Low Bid													
	Belknap	Carroll	Cheshire	Coos	Grafton	Hillsborough	Merrimack	Rockingham	Strafford	Sullivan	Total	% Cost Avoidance	
TriState	\$3,759.00	\$5,346.00				\$19,515.00	\$80,247.00	\$33,465.00	\$9,336.00		\$151,668.00	25.15%	
Power Up			\$8,031.00	\$24,246.39	\$7,110.00						\$2,378.00	\$41,765.39	13.89%
										Grand Total	\$193,433.39		

Repair Forecast 2022-2025				
	PM/Load Test 2022-2025	Repair Actual 2019-2022	Repair Forecast 2022-2025	Total Contract 2022-2025
TriState	\$344,619.00	\$280,924.12	\$255,381.00	\$600,000.00
Power Up	\$150,315.00	\$157,186.95	\$149,685.00	\$300,000.00

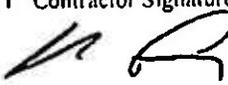
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Gemini Electric Inc, dba Power Up Generator Service Co. VC # 156871		1.4 Contractor Address 8 Priscilla Lane Auburn NH, 03032	
1.5 Contractor Phone Number 603-657-9080	1.6 Account Number Various	1.7 Completion Date August 31, 2025	1.8 Price Limitation \$300,000.00
1.9 Contracting Officer for State Agency Jeff Haley		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature  Date: 8/3/22		1.12 Name and Title of Contractor Signatory Matthew C Connors, President	
1.13 State Agency Signature  Date: 8/3/22		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Takhsmina Rakhmatova</i> On: 8/3/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: <i>81</i>  G&C Meeting Date: AUG 17 2022			

Secretary of State

Contractor Initials *MCC*
Date 8/3/22

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.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under

this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions of this contract.

**EXHIBIT B
SCOPE OF SERVICES**

1. INTRODUCTION

Gemini Electric Inc. dba Power Up Generator Service Co. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Generator Maintenance and Repair Services in accordance with the bid submission in response to State Request for Bid #2633-23 and as described herein.

2. CONTRACT DOCUMENTS

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

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

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

3. TERM OF CONTRACT

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

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

4. SCOPE OF WORK

Contractor Responsibilities:

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

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

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

Exceptions include:

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

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

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

State Responsibilities:

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

ANNUAL MINOR/MAJOR RATE FOR TERM OF CONTRACT

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

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

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

EXHAUST SYSTEM

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

FUEL SYSTEM

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

BATTERY

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

STARTING SYSTEM

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

ELECTRICAL

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

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

OPERATIONAL CHECKS

following:

Start generator and conduct safety shutdown tests for the

Low oil pressure
High water temperature
Over speed
High air temperature, air-cooled sets only
Check voltage output
Check frequency (Hz)
Record hour meter reading, when applicable
Check unit for vibration and any unusual noises
Run unit full building load-minimum of thirty (30) minutes

AUTOMATIC SWITCH

Inspect contactor assembly and connections
Check exerciser clock and time setting
Check time delays
Check battery charger for proper output
Check selector switch
Check voltage sensors for visual condition
Start and stop generator from transfer switch

AUTOMATIC TRANSFER SWITCHES (ATS)

Check connections
Inspect or test for evidence of overheating and excessive contact erosion
Remove dust and dirt
Inspect and/or replace contacts when required
Infrared testing/inspection under load

FINAL CHECK

Check field breaker is in the ON position
Check that selector switch is in the automatic mode
Start and stop generator using generator controls
Start and stop generator using the switch controls
Start and stop generator using exerciser clock

*Receive prior approval from supervisory personnel before performing this function.
Reset generator and leave set in the remote position

GENERAL

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

INSPECTION

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

OF SITE

Report any problems to the Agency Contact Person.

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

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

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

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

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

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

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

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

SERVICE RATES (REPAIR/EMERGENCY SERVICES)

Repair Services:

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

Emergency Services:

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

Repair Parts Discount

Repair Parts Catalog

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

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/IS\(a0fzcv55qhaeas45jpya5i451\)/welcome.aspx](https://das.nh.gov/purchasing/Contractorregistration/IS(a0fzcv55qhaeas45jpya5i451)/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.

Dept. of Corrections	Northern NH Cor Facility	138 E. Milan Road	Berlin	3	Caterp Bar	3412 SR48	Diesel	Coos	\$5,537.00	\$390.00	\$5,537.00	\$390.00	\$5,537.00	\$390.00	\$2,925.00
Dept. of Corrections	Northern NH Cor Facility	138 E. Milan Road	Berlin	1	Kohler	100REOZJB	Diesel	Coos	\$425.00	\$130.00	\$425.00	\$130.00	\$425.00	\$130.00	\$480.00
DOS State Police	Troop F	549 Route 302	Twin Mountain	1	Kohler	50 REOZJB	Diesel	Coos	\$425.00	\$130.00	\$425.00	\$130.00	\$425.00	\$130.00	\$430.00
DOS State Police	Holden Hill (Drive Access)	44°56'48.63" N, 71°20'25.14" W	W. Stewartstown	1	CAI G20F33 20 KW	E12162	Propane	Coos	\$358.00	\$130.00	\$358.00	\$130.00	\$358.00	\$130.00	n/a
DOI District 1	Columbia Patrol Shed	8 Grant Road	Columbia	1	Kohler	30REOZJC	Diesel	Coos	\$358.00	\$130.00	\$358.00	\$130.00	\$358.00	\$130.00	\$315.00
DOI District 1	Gorham Patrol Shed	1 Main Drive	Gorham	1	Kohler	30REOZJC	Diesel	Coos	\$358.00	\$130.00	\$358.00	\$130.00	\$358.00	\$130.00	\$315.00
DOI District 1	Lancaster	641 Main St. U.S. Rte 3	Lancaster	1	Kohler	50REOZJB	Diesel	Coos	\$425.00	\$130.00	\$425.00	\$130.00	\$425.00	\$130.00	\$430.00
DOI District 1	Twin Mt. Fuel Facility	500 Route 302 West	Twin Mountain	1	Kohler	14REYG	Propane	Coos	\$358.00	\$130.00	\$358.00	\$130.00	\$358.00	\$130.00	n/a
DNCR	Summit of Milan Mtn	1108	Milan	1	Cal Ohmtron	G40LG	LP	Coos	\$358.00	\$130.00	\$358.00	\$130.00	\$358.00	\$130.00	n/a
DNCR Division of Parks	Mt. Washington Summit	PO Box D	Gorham	2	Caterp Bar Ohmtron	D200P3	Kerosene	Coos	\$1,794.00	\$260.00	\$1,794.00	\$260.00	\$1,794.00	\$260.00	\$1,160.00
DNCR Division of Parks	Great N. Woods Area	Eckard Way	Stewartstown	1	Katolig	50KW	Petrol Diesel	Coos	\$358.00	\$130.00	\$358.00	\$130.00	\$358.00	\$130.00	\$430.00
NH F & G	Berlin Hatchery	York Pond Rd	Berlin	1	Generac	45KW	Propane	Coos	\$425.00	\$130.00	\$425.00	\$130.00	\$425.00	\$130.00	n/a
NH F & G	Berlin Hatchery	York Pond Rd	Berlin	1	Generac	100KW	Propane	Coos	\$425.00	\$130.00	\$425.00	\$130.00	\$425.00	\$130.00	n/a
Dept. of Military and Veterans Affairs	Lebanon RC	174 Heater Rd.	Lebanon	1	Kohler Pwr Gen	100REOZJF	Diesel	Grafton	\$455.00	\$130.00	\$455.00	\$130.00	\$455.00	\$130.00	\$480.00
Dept. of Military and Veterans Affairs	Littleton RC	350 Meadow Rd.	Littleton	1	Cummins Pwr Gen	100 G5GAA	Diesel	Grafton	\$455.00	\$130.00	\$455.00	\$130.00	\$455.00	\$130.00	\$480.00
Dept. of Military and Veterans Affairs	Plymouth RC	19 Armory Rd	Plymouth	1	Cummins Pwr Gen	100 G5GAA	Diesel	Grafton	\$455.00	\$130.00	\$455.00	\$130.00	\$455.00	\$130.00	\$480.00

Veterans Affairs															
DHHS	Glencol Home	393 High St.	Benton	3	Caterp Bar	C150 Prime Power	Diesel	Grafton	\$2,048.00	\$390.00	\$2,048.00	\$390.00	\$2,048.00	\$390.00	\$1,590.00
DHHS	Glencol Home	393 High St.	Benton	1	Caterp Bar	60 lbs Safety	Diesel	Grafton	\$383.00	\$130.00	\$383.00	\$130.00	\$383.00	\$130.00	\$440.00
DOJ State Police	Tenney Mountain		Plymouth	1	CAI G20F35 20 KW	E12165	Propane	Grafton	\$383.00	\$130.00	\$383.00	\$130.00	\$383.00	\$130.00	n/a
DOJ State Police	Moore Mountain		Etna	1	CAI G20F35 20 KW	E12161	Propane	Grafton	\$383.00	\$130.00	\$383.00	\$130.00	\$383.00	\$130.00	n/a
DO1 District 1	Butterhill Patrol Shed	327 Butterhill Rd	Ironconia	1	Guardian	54160	Propane	Grafton	\$383.00	\$130.00	\$383.00	\$130.00	\$383.00	\$130.00	n/a
DO1 District 1	Uttleton Patrol Shed	201 Oaks Road	Uttleton	1	Kohler	30 KVA - 30RE01JC	Diesel	Grafton	\$383.00	\$130.00	\$383.00	\$130.00	\$383.00	\$130.00	\$315.00
DO1 District 1	Etnol Patrol Shed	143 Dam Rd.	Etnol	1	Kohler	20KVA - 20RE01JC	Diesel	Grafton	\$383.00	\$130.00	\$383.00	\$130.00	\$383.00	\$130.00	\$305.00
DO1 District 1	Pinkham Patrol Shed	469 Rt. 16, Pinkham's Grant	Grafton	1	Kohler	20KVA - 20RE01JC	Diesel	Grafton	\$383.00	\$130.00	\$383.00	\$130.00	\$383.00	\$130.00	\$305.00
DO1 District 2	PS 205-Canaan	R1 118	Canaan	1	Onan 7.5 KW	705JB-3R/2731R	Propane	Grafton	\$383.00	\$130.00	\$383.00	\$130.00	\$383.00	\$130.00	n/a
DO1 District 2	PS 204-Haverhill	3375 Dartmouth College Hwy	Haverhill	1	Kohler 2005	25 kw	Int Diesel	Grafton	\$383.00	\$130.00	\$383.00	\$130.00	\$383.00	\$130.00	\$310.00
DO1 District 2	District Office-Enfield	8 Eastman Hill Road	Enfield	1	Winco 1988	35 kw	100-gal stand-alone	Grafton	\$383.00	\$130.00	\$383.00	\$130.00	\$383.00	\$130.00	\$370.00
DO1 District 2	PS 202-Wentworth	445 East Side Road	Wentworth	1	Kohler 2005	25 kw	Int Diesel Tank	Grafton	\$383.00	\$130.00	\$383.00	\$130.00	\$383.00	\$130.00	\$310.00
DO1 District 3	PS 335-Thomton	22 Laundromat Drive	Thomton	1	Kohler	30R1GB	Propane	Grafton	\$422.00	\$130.00	\$422.00	\$130.00	\$422.00	\$130.00	n/a

DNCR	Lafayette Place Camp Gr	14 Lafayette Campground Rd	Uncoln	1	Kohler	SOREZG	LP Gas	Grafton									
									\$383.00	\$130.00	\$383.00	\$130.00	\$383.00	\$130.00	\$383.00	\$130.00	n/a
DNCR Cannon Mt. Sd Area	Septic Pump Station	Franconia Notch Sd Pt	Franconia	1	Briggs & Stratton	01815 12KW	LP	Grafton									
									\$383.00	\$130.00	\$383.00	\$130.00	\$383.00	\$130.00	\$383.00	\$130.00	n/a
DNCR Cannon Mt. Sd Area	Summit Station	Franconia Notch Sd Pt	Franconia	1	Caterp Bar Olympian	95A02682 100KW	Propane	Grafton									
									\$383.00	\$130.00	\$383.00	\$130.00	\$383.00	\$130.00	\$383.00	\$130.00	n/a
DNCR Cannon Mt. Sd Area	Tram Control Power	Franconia Notch Sd Pt	Franconia	1	Kohler	15RE02K 16KW	Diesel	Grafton									
									\$490.00	\$130.00	\$490.00	\$130.00	\$490.00	\$130.00	\$490.00	\$130.00	\$315.00
DNCR Cannon Mt. Sd Area	Tram Valley Station	Franconia Notch Sd Pt	Franconia	1	Kohler	40RE02K 42KW	Diesel	Grafton									
									\$595.00	\$130.00	\$595.00	\$130.00	\$595.00	\$130.00	\$595.00	\$130.00	\$320.00
DNCR Cannon Mt. Sd Area	Tram Control Hydro	Franconia Notch Sd Pt	Franconia	2	Cummins	5150	Diesel	Grafton									
									\$1,240.00	\$260.00	\$1,240.00	\$260.00	\$1,240.00	\$260.00	\$1,240.00	\$260.00	\$700.00
NH F & G	Warren Fish Hatchery	NH Route 25	Warren	1	Winco	P51200-C 10KW	Propane	Grafton									
									\$383.00	\$130.00	\$383.00	\$130.00	\$383.00	\$130.00	\$383.00	\$130.00	n/a
NH F & G	Warren Fish Hatchery	NH Route 25	Warren	1	Caterp Bar	G25UH3	Propane	Grafton									
									\$383.00	\$130.00	\$383.00	\$130.00	\$383.00	\$130.00	\$383.00	\$130.00	n/a
DOT District 12	PS 213-Sunapee	8 Post Office Road	Sunapee	1	Kohler	2008 12 kw	Int'l Diesel Tank	Sullivan									
									\$355.00	\$130.00	\$355.00	\$130.00	\$355.00	\$130.00	\$355.00	\$130.00	\$300.00
DNCP	Springfield Rest Area	189 northbound mile mark 42	Springfield	1	Onan	10008 DG 2000 100 kw	Int'l Diesel Tank	Sullivan									
									\$355.00	\$130.00	\$355.00	\$130.00	\$355.00	\$130.00	\$355.00	\$130.00	\$300.00

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.

Contractor Initials MCC
Date 8/3/22

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>

EXHIBIT D

RFB # 2633-23 is incorporated here within.

EXHIBIT E

Contractor's bid is incorporated here within

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 GEMINI ELECTRIC, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on May 21, 1990. 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: 160612

Certificate Number: 0005839071



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 August A.D. 2022.

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

David M. Scanlan
Secretary of State



Power Up Generator Service Company

8 Priscilla Lane, Auburn, NH 03032
603-657-9080, fax 603-657-9082
www.powerupgeneratorservice.com

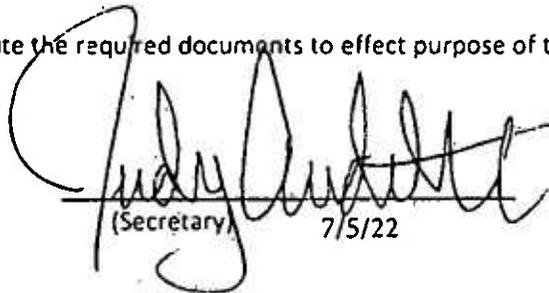
Certificate of Corporate Secretary

The undersigned, being the Secretary of Gemini Electric, Inc. (dba Power Up Generator Service Co.) a New Hampshire Corporation (the corporation) hereby certifies that the Directors of the Corporation, by unanimous consent, have authorized the corporation do the following;

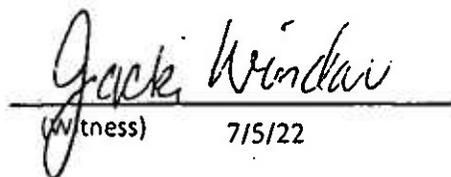
Resolved:

1. Execute all necessary documents and contracts.

Matthew C. Connors is authorized to execute the required documents to effect purpose of this resolution.



(Secretary) 7/5/22



(Witness) 7/5/22



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/21/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Optisure Risk Partner, LLC d/b/a Aspen Insurance Agency 40 Stark Street Manchester NH 03101	CONTACT NAME: Karen Case PHONE (AC, No, Ext): (603) 647-0800 FAX (AC, No): (603) 647-0330 E-MAIL ADDRESS: Karen.Case@Optisure.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Gemini Electric Inc, DBA: Power Up Generator Services Company 8 Priscilla Lane Auburn NH 03032	INSURER A: Selective Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL2262117666 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEM. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			S 2400493	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution \$1,000 ded \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2400493	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			S 2400493	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 9083018	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

RE: Annual Generator Contract

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Administrative Services 25 Capitol Street, Room 102 Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

© 1988-2015 ACORD CORPORATION. All rights reserved.