



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

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Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

May 29, 2024

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** amendment to an existing contract (Contract #8003126) with Gemeni Electric Inc, dba Power Up Generator Service Co. (VC#156871), Auburn, NH, for generator maintenance services, to add two generators no longer under manufacturer's warranty and increase the price limitation by \$100,000 from \$300,000 to an amount not to exceed a \$400,000 over the entire contract, effective upon Governor and Executive Council approval through August 31, 2025. The original contract (Contract #8003127) was approved by Governor and Executive Council on August 17, 2022, item #81 and most recently amended with Governor and Council approval on May 31, 2023, item #5(F).

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. It was then subsequently amended with Governor and Council approval on May 31, 2023, item #5(F).

This request is **Sole Source** due to the requested increase being more than 10% of the current price limitation.

The Department of Administrative Services Bureau of Central Facilities has requested to add two generators no longer under manufacturer's warranty to the contract with Gemeni Electric Inc, dba Power Up Generator Service Co. for maintenance services.

The current price limitation of this contract is \$300,000 with a spend to date of \$221,360.60. The \$300,000 price limitation was intentionally set to allow for additional agency repair services and needs over the term of this contract based on previous contract utilization.

After analyzing the spend report over the term of this contract it is projected that the current price limitation will be insufficient over the next 16 months. The forecasted spend is calculated from actual expenditures in business intelligence reports for the last 20 months, providing a more accurate estimation of spend.

Contract financials	
Current price limitation	\$300,000.00
Current spend against price limitation	\$221,360.60
Current limitation remaining balance	\$78,639.40
Projected spend without this requested amendment	\$98,449.08
Add amendment increase	\$100,000.00
New price limitation	\$400,000.00

Based on the foregoing, I am respectfully recommending approval of the **Sole Source** contract amendment with Gemeni Electric Inc, dba Power Up Generator Service Co.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

Year	ACH Spend	P-Card Spend	Total Spend			
				\$300,000.00	Price Limitation	
2022	\$36,672.53	\$0.00	\$36,672.53	(sept start)	\$73,786.87	Average Year Spend
2023	\$166,285.35	\$0.00	\$166,285.35		\$221,360.60	Total spend
2024	\$18,402.72	\$0.00	\$18,402.72	(jan-apr)	\$78,639.40	Remaining Balance
					\$400,000.00	New Limitation
Totals	\$221,360.60	\$0.00	\$221,360.60			

AGENCY	VEND	REMIT	INVOICE	DESCRIPTION	SEQ	INV DATE	CHECK	ACCT	ACCT	PMT	VOUCHER	TRAN	CHECK	PO	ACTIVITY
		LOC.	NO.		#		DATE	UNIT		CD		AMT	NUM	NUMBER	CODE
03500	156871	B001	29170	CUST#37915 MT PITCHER	1	9/20/2022	10/18/2022	86820000	500737	ACH	5475618	1,339.95	2318302	8002584	35F341CS
04600	156871	B001	28559	37914 NHDOC	1	7/6/2022	10/24/2022	66320000	500226	ACH	5484419	110.00	2319022	8002584	46PR04100
04600	156871	B001	28559A	37914 NHDOC	1	7/6/2022	10/24/2022	66320000	500226	ACH	5484415	668.18	2319022	8002584	46PR04100
04600	156871	B001	28560	37914 NHDOC	1	7/6/2022	10/24/2022	66320000	500226	ACH	5484420	110.00	2319022	8002584	46PR04100
04600	156871	B001	28561	37914 NHDOC	1	7/6/2022	10/24/2022	66320000	500226	ACH	5484416	110.00	2319022	8002584	46PR04100
04600	156871	B001	28561A	37914 NHDOC	1	7/6/2022	10/24/2022	66320000	500226	ACH	5484418	668.18	2319022	8002584	46PR04100
04600	156871	B001	28562	37914 NHDOC	1	7/6/2022	10/24/2022	66320000	500226	ACH	5484417	110.00	2319022	8002584	46PR04100
04600	156871	B001	28562A	37914 NHDOC	1	7/6/2022	10/24/2022	66320000	500226	ACH	5484421	205.85	2319022	8002584	46PR04100
01200	156871	B001	29517	account# 37922	1	9/27/2022	10/25/2022	22400000	500736	ACH	5485449	455.00	2319145	8003126	
01200	156871	B001	29517A	ACCOUNT# 37922	1	9/27/2022	10/25/2022	22400000	500736	ACH	5485453	183.72	2319145	8003126	
09100	156871	B001	64531	CUST 37924	1	8/23/2022	10/7/2022	78920000	500225	ACH	5464825	5,630.00	2317371		91000000
02300	156871	B001	30163	NHDOS	1	10/14/2022	11/14/2022	21910000	500226	ACH	699966	66.29	2321316	8003126	23SPTRPF
02300	156871	B001	30096	NHDOS	1	11/3/2022	11/16/2022	21910000	500226	ACH	699968	364.68	2321690	8003126	23SPTRPC
02300	156871	B001	30163A	NHDOS	1	10/14/2022	11/16/2022	21910000	500226	ACH	699964	425.00	2321690	8003126	23SPTRPF
07500	156871	B001	29586	137926	1	11/2/2022	11/17/2022	21320000	500226	ACH	85125	506.17	2321792	8003126	752132BH
09100	156871	B001	30134	37924	1	10/25/2022	11/21/2022	78920000	500225	ACH	5511874	682.67	2322098	8003126	91000000
09100	156871	B001	30134A	37924	1	10/25/2022	11/21/2022	78920000	500225	ACH	5511875	321.75	2322098	8003126	91000000
09100	156871	B001	30135	37924	1	10/25/2022	11/21/2022	78920000	500225	ACH	5511876	682.67	2322098	8003126	91000000
09100	156871	B001	30136	37924	1	10/25/2022	11/21/2022	78920000	500225	ACH	5511877	682.67	2322098	8003126	91000000
09100	156871	B001	30171	37924	1	10/25/2022	11/21/2022	78920000	500225	ACH	5511878	345.12	2322098	8003126	91000000
02300	156871	B001	30191	NHDOS- CUST# 37914	1	10/27/2022	11/21/2022	49660000	500737	ACH	5512256	130.00	2322098	8003126	
02300	156871	B001	30513	NHDOS-CUSTOMER#379	1	11/1/2022	11/21/2022	49660000	500737	ACH	5512283	358.00	2322098	8003126	
09100	156871	B001	65069	37924	1	10/13/2022	11/22/2022	78920000	500225	ACH	5511879	5,630.00	2322202	8003126	91000000
09100	156871	B001	29583	37924	1	11/1/2022	11/23/2022	78920000	500225	ACH	5515856	383.00	2322346	8003126	91000000
01200	156871	B001	30711	CUSTOMER# 37922	1	11/23/2022	12/28/2022	22400000	500736	ACH	5542424	455.00	2325914	8003126	
09100	156871	B001	30539	CUST 37924	1	11/11/2022	12/30/2022	78920000	500225	ACH	5548113	459.82	2326579	8003126	91000000
09100	156871	B001	30540	CUST 37924	1	11/11/2022	12/30/2022	78920000	500225	ACH	5548112	198.00	2326579	8003126	91000000
03500	156871	B001	28665	CUST#37914 LAFAYETTE	1	7/15/2022	8/11/2022	37200000	502664	ACH	5408741	295.00	2311758	8002584	35P04411
03500	156871	B001	28389	37914 MT PITCHER	1	7/12/2022	8/17/2022	86820000	500737	ACH	5415566	295.00	2312379	8002584	35F341CS
09400	156871	B001	28388	NH HOSP JOB22-3002	1	7/11/2022	8/24/2022	84100000	500226	ACH	5423541	225.00	2313019	8002584	94024500
09100	156871	B001	28668	Cust 37914 GlenCliff	1	7/19/2022	8/29/2022	78920000	500225	ACH	5428956	247.50	2313359	8002584	91000000
09100	156871	B001	63647	Cust 37914 GlenCliff	1	7/19/2022	8/29/2022	78920000	500225	ACH	5428955	560.83	2313359	8002584	91000000
09100	156871	B001	28916	Cust 37914 GlenCliff	1	8/4/2022	8/30/2022	78920000	500225	ACH	5428954	2,212.48	2313479	8002584	91000000
09100	156871	B001	63767	**CUST # 37914 GLENCLIFF	1	6/23/2021	8/30/2022	78920000	500225	ACH	5427258	5,630.00	2313479		91000000
02300	156871	B001	28534	NHDOS TROOP C KEENE	1	8/15/2022	9/12/2022	21910000	500226	ACH	691960	295.00	2314586	8002584	23SPTRPC
09100	156871	B001	64191	cust#37924	1	7/23/2022	9/14/2022	78920000	500225	ACH	5443705	5,630.00	2314900		91000000

04600	156871	B001	224260	37919-20-001 NHDOC	1	12/8/2022	1/12/2023	66320000	500225	ACH	5558758	425.00	2327593	8003126	46PR04100
04600	156871	B001	224261	37919-20-002 NHDOC	1	12/8/2022	1/12/2023	66320000	500225	ACH	5558761	1,845.67	2327593	8003126	46PR04100
04600	156871	B001	224262	37919-20-003 NHDOC	1	12/7/2022	1/12/2023	66320000	500225	ACH	5558762	1,845.67	2327593	8003126	46PR04100
04600	156871	B001	224263	37919-20-004 NHDOC	1	12/7/2022	1/12/2023	66320000	500225	ACH	5558765	1,845.67	2327593	8003126	46PR04100
07500	156871	B001	224264	NH FISH & GAME	1	12/8/2022	1/26/2023	21320000	500226	ACH	86088	130.00	2328877	8006459	752132BH
07500	156871	B001	224265	NH FISH & GAME	1	12/8/2022	1/26/2023	21320000	500226	ACH	86087	130.00	2328877	8006459	752132BH
09100	156871	B001	224439	G&C 37924-20-002	1	12/21/2022	1/27/2023	78920000	500225	ACH	5574654	2,497.58	2329013	8003126	91000000
03500	156871	B001	27944	37914 CANNON MTN	1	6/23/2022	1/27/2023	37030000	502664	ACH	5576417	781.79	2329013	8003126	35CA0322
09100	156871	B001	65664	CUST 37924	1	10/23/2022	1/6/2023	78920000	500225	ACH	5548114	5,630.00	2327009	8003126	91000000
03500	156871	B001	233149	37915 20 009 DNCR CANT	1	9/13/2023	10/11/2023	37030000	502664	ACH	5835308	383.00	2355469	8003126	35CA0311
03500	156871	B001	233150	37915 20 010 DNCR CANT	1	9/13/2023	10/11/2023	37030000	502664	ACH	5835309	620.00	2355469	8003126	35CA0311
03500	156871	B001	233151	37915 20 011 DNCR CANT	1	9/13/2023	10/11/2023	37030000	502664	ACH	5835301	595.00	2355469	8003126	35CA0311
03500	156871	B001	233152	37915 20 012 DNCR CANT	1	9/13/2023	10/11/2023	37030000	502664	ACH	5835307	620.00	2355469	8003126	35CA0311
07500	156871	B001	233162	3792620003	1	9/19/2023	10/12/2023	21320000	500226	ACH	89948	130.00	2355561	8003126	752132WH
07500	156871	B001	233163	3792620004	1	9/19/2023	10/12/2023	21320000	500226	ACH	89947	130.00	2355561	8003126	752132WH
09100	156871	B001	234648	ACCT 37924-20-001	1	9/19/2023	10/13/2023	78920000	500225	ACH	5846304	173.25	2355738	8003126	91000000
01200	156871	B001	233155	account# 37922-20-001	1	9/15/2023	10/16/2023	22400000	500736	ACH	5847953	455.00	2355804	8003126	
01200	156871	B001	233157	account# 37922-20-004	1	9/19/2023	10/16/2023	22400000	500736	ACH	5847956	455.00	2355804	8003126	
01200	156871	B001	234566	account# 37922-20-003	1	9/14/2023	10/16/2023	22400000	500736	ACH	5847950	401.95	2355804	8003126	
09100	156871	B001	233991	ACCT 37924-40-003	1	8/22/2023	10/17/2023	78920000	500225	ACH	5846279	7,730.00	2355945	8003126	91000000
02300	156871	B001	233145	NHDOS MITCHELL HILL	1	9/19/2023	10/20/2023	49660000	500737	ACH	5855992	195.00	2356657	1094199	
09100	156871	B001	233158	ACCT 37924-20-001	1	10/4/2023	10/27/2023	78920000	500225	ACH	5862943	682.67	2357533	8003126	91000000
09100	156871	B001	233159	ACCT 37924-20-002	1	10/4/2023	10/27/2023	78920000	500225	ACH	5862944	682.67	2357533	8003126	91000000
09100	156871	B001	233160	ACCT 37924-20-003	1	10/4/2023	10/27/2023	78920000	500225	ACH	5862946	682.67	2357533	8003126	91000000
09100	156871	B001	233161	ACCT 37924-20-004	1	10/4/2023	10/27/2023	78920000	500225	ACH	5862935	383.00	2357533	8003126	91000000
03500	156871	B001	233147	37915 20 004 COLEMAN S	1	9/7/2023	10/4/2023	37200000	500736	ACH	5820154	130.00	2354597	8003126	35P01111
02300	156871	B001	233691	NHDOS- NHSP TROOP C,	1	8/28/2023	11/20/2023	21910000	500226	ACH	736606	634.57	2360053	8003126	23SPTRPC
03500	156871	B001	233148	3791520008 DNCR CANN	1	10/24/2023	11/21/2023	37030000	502664	ACH	5875686	383.00	2360202	8003126	35CA0322
03500	156871	B001	235100	3791520008 DNCR CANN	1	10/24/2023	11/21/2023	37030000	502664	ACH	5875695	142.40	2360202	8003126	35CA0322
03500	156871	B001	235100A	37915 20 008 CANNON M	1	10/24/2023	12/11/2023	37030000	502664	ACH	5902749	436.00	2362133	8003126	35CA0322
02300	156871	B001	224965	NHDOS 394-20-001	1	1/11/2023	12/12/2023	21910000	500226	ACH	739627	130.00	2362250	8003126	23SPTRPC
02300	156871	B001	233170	NHDOS-MANNS HILL, MI	1	9/14/2023	12/14/2023	49660000	500737	ACH	5908853	195.00	2362633	1094199	
09100	156871	B001	236917	ACCT 37924-20-003	1	11/15/2023	12/15/2023	78920000	500225	ACH	5908927	268.99	2362736	8003126	91000000
02300	156871	B001	231677	NHDOS-FOR OAK HILL F	1	10/18/2023	12/21/2023	49660000	500331	ACH	5915826	27,717.00	2363402	1083900	
09100	156871	B001	225613	Acct # 37924-40-003	1	12/21/2022	2/23/2023	78920000	500225	ACH	5604671	5,630.00	2331863	8003126	91000000
09100	156871	B001	227450	Acct # 37924-40-003	1	1/31/2023	2/23/2023	78920000	500225	ACH	5604668	5,630.00	2331863	8003126	91000000
09100	156871	B001	227964	ACCT 37924-40-003	1	2/16/2023	3/8/2023	78920000	500225	ACH	5611737	5,630.00	2333039	8003126	91000000
02300	156871	B001	29593	NHDOS MAINT POWER C	1	11/4/2022	3/9/2023	49660000	500737	ACH	5615874	383.00	2333138	8003126	

09100	156871	B001	229102	ACCT#37924-40-003	1	3/24/2023	4/10/2023	78920000	500225	ACH	5650002	5,630.00	2336989	8003126	91000000
01200	156871	B001	29594	ACCOUNT# 37922	1	11/4/2022	4/21/2023	22450000	500736	ACH	5659570	450.00	2338596	8003126	
01200	156871	B001	30190	CUSTOMER# 37922	1	10/27/2022	4/21/2023	22400000	500736	ACH	5659569	455.00	2338596	8003126	
03500	156871	B001	227248	ACCT#37915-20-008 DNC	1	3/28/2023	4/25/2023	37030000	502664	ACH	5655861	130.00	2338818	8003126	35CA0322
03500	156871	B001	227249	ACCT#37915-20-009 DNC	1	3/28/2023	4/25/2023	37030000	502664	ACH	5655858	130.00	2338818	8003126	35CA0322
03500	156871	B001	227250	ACCT#37915-20-010 DNC	1	3/28/2023	4/25/2023	37030000	502664	ACH	5655856	130.00	2338818	8003126	35CA0322
03500	156871	B001	227251	ACCT#37915-20-011 DNC	1	3/28/2023	4/25/2023	37030000	502664	ACH	5655852	130.00	2338818	8003126	35CA0322
03500	156871	B001	227252	ACCT#37915-20-012 DNC	1	3/28/2023	4/25/2023	37030000	502664	ACH	5655849	130.00	2338818	8003126	35CA0322
09100	156871	B001	227496	ACCT 37924-20-003	1	3/31/2023	4/25/2023	78920000	500225	ACH	5666608	845.68	2338818	8003126	91000000
09100	156871	B001	228941	ACCT 37924-20-001	1	3/31/2023	4/25/2023	78920000	500225	ACH	5666607	259.30	2338818	8003126	91000000
09100	156871	B001	229031	ACCT 37924-20-004	1	3/31/2023	4/25/2023	78920000	500225	ACH	5666606	420.14	2338818	8003126	91000000
09100	156871	B001	228678	ACCT 37924-20-003	1	3/31/2023	4/26/2023	78920000	500225	ACH	5666609	1,512.89	2338925	8003126	91000000
03500	156871	B001	227247	ACCT#37915-20-004 COLL	1	3/30/2023	4/27/2023	37200000	502664	ACH	5652511	358.00	2339061	8003126	35P01111
01200	156871	B001	227254	ACCOUNT# 37922-20-001	1	3/29/2023	4/27/2023	22400000	500736	ACH	5668301	130.00	2339061	8003126	
03500	156871	B001	229129	ACCT#37915-20-005 MTA	1	3/30/2023	4/27/2023	37420000	502664	ACH	5652509	328.50	2339061	8003126	35M00316
03500	156871	B001	227874	37915 20 005 MTA WASHIN	1	3/13/2023	4/3/2023	37420000	502664	ACH	5642857	495.00	2336197	8003126	35M00316
07500	156871	B001	227261	37926-20-003	1	3/21/2023	4/6/2023	21320000	500226	ACH	87400	383.00	2336671	8003126	752132WH
07500	156871	B001	227262	37926-20-004	1	3/21/2023	4/6/2023	21320000	500226	ACH	87398	383.00	2336671	8003126	752132WH
09100	156871	B001	227257	Acct # 37924-20-001	1	3/17/2023	4/7/2023	78920000	500225	ACH	5649706	130.00	2336913	8003126	91000000
09100	156871	B001	227259	Acct # 37924-20-003	1	3/17/2023	4/7/2023	78920000	500225	ACH	5649703	130.00	2336913	8003126	91000000
09100	156871	B001	227260	Acct 37924-20-004	1	3/17/2023	4/7/2023	78920000	500225	ACH	5649700	130.00	2336913	8003126	91000000
09100	156871	B001	228289	ACCT 37924-20-003	1	3/5/2023	4/7/2023	78920000	500225	ACH	5650004	80.00	2336913	8003126	91000000
02300	156871	B001	227243	NHIDOS TROOP F	1	3/10/2023	5/15/2023	40030000	500226	ACH	718702	130.00	2340780	8003126	
01200	156871	B001	227255	account# 37922-20-002	1	4/14/2023	5/19/2023	22200000	500225	ACH	5694038	130.00	2341451	8003126	
02300	156871	B001	228815	NHIDOS- ACCT#-37914-20	1	4/7/2023	5/19/2023	21910000	500226	ACH	718839	1,385.17	2341451	8003112	23SPTRPF
09100	156871	B001	230282	ACCT 37924-20-003	1	5/3/2023	5/19/2023	78920000	500225	ACH	5694232	297.00	2341451	8003126	91000000
09100	156871	B001	229989	ACCT 37924-40-003	1	4/19/2023	5/22/2023	78920000	500225	ACH	5694234	5,630.00	2341551	8003126	91000000
03500	156871	B001	230272	37915 20 001 LAFAYETTE	1	5/5/2023	5/22/2023	37200000	502664	CHK	5695200	130.00	3519633	8003126	35P04411
02300	156871	B001	227244	NHIDOS- ACCT#- 37914-20	1	3/30/2023	5/30/2023	49660000	500737	ACH	5702461	130.00	2342470	1091760	
02300	156871	B001	227245	NHIDOS- ACCT#- 37914-20	1	5/1/2023	5/30/2023	49660000	500737	ACH	5702463	383.00	2342470	1091760	
03500	156871	B001	229438	ACCT#37915-20-006 MILA	1	5/4/2023	5/31/2023	86820000	500737	ACH	5697245	358.00	2342620	8003126	35P338CS
01200	156871	B001	227256	ACCOUNT# 37922-20-004	1	3/7/2023	5/8/2023	22400000	500736	ACH	5680189	130.00	2340104	8003126	
07500	156871	B001	229212	NHIFG Acct # 37926-20-003	1	4/19/2023	5/9/2023	21320000	500226	ACH	87830	802.00	2340206	8003126	752132WH
01200	156871	B001	229439	ACCOUNT# 37922-20-003	1	5/17/2023	6/14/2023	22400000	500736	ACH	5719363	130.00	2344067	8003126	
09100	156871	B001	230705	ACCT 37924-20-003	1	5/17/2023	6/2/2023	78920000	500226	ACH	5705543	4,960.96	2342936	8003126	91000000
09100	156871	B001	230996	ACCT 37924-40-003	1	5/18/2023	6/2/2023	78920000	500226	ACH	5705542	5,630.00	2342936	8003126	91000000
09400	156871	B001	224966	ACCT# 37928-20-001	1	4/28/2023	6/21/2023	84100000	500226	ACH	5726726	2,270.00	2344809	8003126	94024000
07500	156871	B001	230493	3792620001	1	6/9/2023	6/23/2023	21320000	500226	ACH	88600	425.00	2345072	8003126	752132BH

07500	156871	B001	230494	3792620002	1	6/9/2023	6/23/2023	21320000	500226	ACH	88599	425.00	2345072	8003126	752132BH
09100	156871	B001	232019	ACCT# 37924-40-003	1	6/20/2023	6/28/2023	78920000	500225	ACH	5734682	5,630.00	2345448	8003126	91000000
02300	156871	B001	228515	NHIDOS NHSP	1	6/1/2023	6/7/2023	49660000	500737	ACH	5712995	383.00	2343299	1091760	
02300	156871	B001	217002	**FY23 NHIDOS SP A4 CY	1	7/25/2022	7/24/2023	40030000	500331	ACH	724253	13,017.00	2347339	4012352	
02300	156871	B001	217002	**FY23 NHIDOS SP A4 CY	2	7/25/2022	7/24/2023	40030000	500331	ACH	724253	4,700.00	2347339	4012352	
09100	156871	B001	230748	**FY23 GLENNCLIFF	1	6/23/2023	7/24/2023	78920000	500225	ACH	5761525	1,070.33	2347339	8003126	91000000
04600	156871	B001	230489	37919-20-001 NHIDOC	1	6/13/2023	7/6/2023	66320000	500225	ACH	5738458	130.00	2345708	8003126	46PR04100
04600	156871	B001	230490	37919-20-002 NHIDOC	1	6/13/2023	7/6/2023	66320000	500225	ACH	5738442	130.00	2345708	8003126	46PR04100
04600	156871	B001	230491	37919-20-003 NHIDOC	1	6/13/2023	7/6/2023	66320000	500225	ACH	5738343	130.00	2345708	8003126	46PR04100
04600	156871	B001	230492	37919-20-004 NHIDOC	1	6/13/2023	7/6/2023	66320000	500225	ACH	5738448	130.00	2345708	8003126	46PR04100
07500	156871	B001	232669	NHIFg acct # 3792620003	1	7/21/2023	8/10/2023	21320000	500226	ACH	89170	406.78	2349356	8003126	752132WH
03500	156871	B001	30514	**FY23 37915 COLEMAN	1	11/1/2022	8/10/2023	37200000	500225	ACH	5778733	130.00	2349356	8003126	35P01111LC
03500	156871	B001	29585	**FY23 37915 MILAN MO	1	11/2/2022	8/11/2023	86820000	500737	ACH	5784006	130.00	2349481	8003126	35F338CS
03500	156871	B001	225449	**FY23 37915-20-003 MT	1	4/20/2023	8/17/2023	86820000	500737	ACH	5789388	377.50	2349991	8003126	35F341CS
03500	156871	B001	30518	**FY23 37915 CANNON M	1	11/2/2022	8/17/2023	37030000	502664	ACH	5789521	383.00	2349991	8003126	35CA0311
03500	156871	B001	30518A	**FY23 37915 CANNON M	1	11/2/2022	8/17/2023	37030000	502664	ACH	5789515	171.05	2349991	8003126	35CA0311
03500	156871	B001	30519	**FY23 37915 CANNON M	1	11/2/2022	8/17/2023	37030000	502664	ACH	5789509	383.00	2349991	8003126	35CA0311
03500	156871	B001	30519A	**FY23 37915 CANNON M	1	11/2/2022	8/17/2023	37030000	502664	ACH	5789487	123.75	2349991	8003126	35CA0311
03500	156871	B001	30520	**FY23 37915 CANNON M	1	11/3/2022	8/17/2023	37030000	502664	ACH	5789478	620.00	2349991	8003126	35CA0311
03500	156871	B001	30521	**FY23 37915 CANNON M	1	11/3/2022	8/17/2023	37030000	502664	ACH	5789473	595.00	2349991	8003126	35CA0311
03500	156871	B001	30522	**FY23 37915 CANNON M	1	11/3/2022	8/17/2023	37030000	502664	ACH	5789465	620.00	2349991	8003126	35CA0311
09100	156871	B001	231787	**FY23ACCT#99998-40-400	1	6/23/2023	8/2/2023	78920000	500225	ACH	5772984	750.00	2348590	8003126	91000000
09100	156871	B001	232779	ACCT 37924-20-001	1	7/20/2023	8/21/2023	78920000	500225	ACH	5791086	272.25	2350261	8003126	91000000
09100	156871	B001	232811	ACCT 37924-20-003	1	7/20/2023	8/21/2023	78920000	500225	ACH	5791085	82.77	2350261	8003126	91000000
09100	156871	B001	232512	ACCT 37924-20-003	1	7/27/2023	8/23/2023	78920000	500225	ACH	5791090	1,837.00	2350541	8003126	91000000
03500	156871	B001	231338	37915-20-001 LAFAYETTE	1	7/11/2023	8/29/2023	37200000	502664	ACH	5799226	383.00	2351024	8003126	35P04411
03500	156871	B001	231339	37915-20-003 MT PITCHE	1	8/1/2023	8/29/2023	86820000	500737	ACH	5789380	200.13	2351024	8003126	35F341CS
03500	156871	B001	231778	37915-20-003 MT PITCHE	1	8/1/2023	8/29/2023	86820000	500737	ACH	5789383	531.50	2351024	8003126	35F341CS
01400	156871	B001	232186	ACCT 100103-20-002	1	8/1/2023	8/29/2023	20450000	500226	ACH	5786592	195.00	2351024	8003126	14COSCTY
01400	156871	B001	232187	ACCT 100103-20-003	1	8/1/2023	8/29/2023	20450000	500226	ACH	5786540	195.00	2351024	8003126	14PLYMCT
01400	156871	B001	232188	ACCT 100103-20-004	1	8/2/2023	8/30/2023	20450000	500226	ACH	5786549	195.00	2351184	8003126	14LEBNCT
02300	156871	B001	231337	NHIDOS LABOR & MATE	1	7/7/2023	8/4/2023	21910000	500226	ACH	726269	383.00	2348858	8003126	23SPTRPC
09400	156871	B001	231340	ACCT 37928-20-001	1	7/10/2023	8/4/2023	84100000	500226	ACH	5777157	225.00	2348858	8003126	94024000
09100	156871	B001	232687	ACCT 37924-40-003	1	7/13/2023	8/4/2023	78920000	500225	ACH	5773004	11,330.00	2348858	8003126	91000000
03500	156871	B001	230488	37915-20-005 MT WASHIN	1	7/28/2023	9/1/2023	37420000	500737	ACH	5804133	647.00	2351575	8003126	35M00311
03500	156871	B001	230657	37915-20-007 MT WASHIN	1	7/28/2023	9/1/2023	37420000	500737	ACH	5804130	647.00	2351575	8003126	35M00311
09100	156871	B001	232867	ACCT 37924-20-001	1	8/2/2023	9/18/2023	78920000	500225	ACH	5812860	4,815.81	2352874	8003126	91000000
02300	156871	B001	233143	NHIDOS DESC ACT#37914	1	9/7/2023	9/18/2023	49660000	500737	ACH	5817716	358.00	2352874	1094199	

02300	156871	B001	233144	NHDOS	I	9/7/2023	9/19/2023	49660000	500737	ACH	5817831	133.79	2353008	8003126
09100	156871	B001	234438	ACCT 37924-20-003	I	9/11/2023	9/22/2023	78920000	500225	ACH	5823044	346.50	2353527	8003126 91000000
02300	156871	B001	233142	NHDOS- NHSP TROOP F	I	9/8/2023	9/25/2023	21910000	500226	ACH	730414	425.00	2353643	8003126 23SPTRPF
01400	156871	B001	232185	ACCT 100103-20-001	I	8/31/2023	9/28/2023	20450000	500226	ACH	5818199	195.00	2354090	8003126 14JAFCT
04600	156871	B001	236310	37919-20-002 NHDOS	I	12/15/2023	1/12/2024	66320000	500226	ACH	5930262	1,845.67	2365711	8003126 46PR04100
04600	156871	B001	236311	37919-20-003 NHDOS	I	12/14/2023	1/12/2024	66320000	500226	ACH	5930251	1,845.67	2365711	8003126 46PR04100
04600	156871	B001	236312	37919-20-004 NHDOS	I	12/14/2023	1/12/2024	66320000	500226	ACH	5930253	1,845.67	2365711	8003126 46PR04100
09100	156871	B001	237879	Acct # 37924-20-002	I	1/12/2024	1/12/2024	78920000	500225	ACH	5937446	74.25	2365711	8003126 91000000
01200	156871	B001	233156	Account 37922-20-002	I	11/14/2023	1/19/2024	22200000	500736	ACH	5942681	450.00	2366592	8003126
01200	156871	B001	235580	Account 37922-20-001	I	11/16/2023	1/19/2024	22400000	500736	ACH	5942678	568.86	2366592	8003126
01200	156871	B001	236313	account# 37922-20-003	I	12/6/2023	1/26/2024	22400000	500736	ACH	5950593	455.00	2367330	8003126
09400	156871	B001	237264	ACCT 37928-20-001	I	1/24/2024	1/29/2024	84100000	500226	ACH	5951282	225.00	2367471	8003126 94024000
03500	156871	B001	236308	3791520006 DNCR MILAN	I	1/3/2024	1/31/2024	86820000	500737	ACH	5952842	130.00	2368020	8002584 35F338CS
03500	156871	B001	237693	3791520003 DNCR MT PIT	I	1/3/2024	1/31/2024	86820000	500737	ACH	5952848	130.00	2368020	8002584 35F341CS
04600	156871	B001	236309	37919-20-001 NHDOS	I	12/15/2023	1/9/2024	66320000	500226	ACH	5930258	425.00	2365216	8003126 46PR04100
09100	156871	B001	238099	ACCT 37924-20-003	I	1/22/2024	2/16/2024	78920000	500225	ACH	5972953	545.32	2369899	8003126 91000000
09100	156871	B001	238100	ACCT 37924-20-002	I	1/19/2024	2/16/2024	78920000	500225	ACH	5972955	842.82	2369899	8003126 91000000
09100	156871	B001	238901	ACCT 37924-20-002	I	1/18/2024	2/16/2024	78920000	500225	ACH	5972954	400.00	2369899	8003126 91000000
09100	156871	B001	238241	ACC 37924-20-002	I	1/4/2024	2/7/2024	78920000	500225	ACH	5959596	125.17	2368748	8003126 91000000
01400	156871	B002	238715	ACCT 100139-20-001	I	1/25/2024	3/13/2024	16300000	500226	CHK	5994399	550.92	3653828	1444LHOUSE
02300	156871	B001	239272	NHDOS ACCT# 37914-20-	I	2/29/2024	3/20/2024	49660000	500737	ACH	6000506	325.00	2373439	1094199
02300	156871	B001	239271	NHDOS 37914-20-008	I	3/6/2024	3/21/2024	49660000	500737	ACH	6004216	325.00	2373569	1094199
03500	156871	B001	239274	37915 20 004 DNCR COLLE	I	2/27/2024	3/26/2024	37200000	502664	ACH	6000740	587.92	2374028	8003126 35P01111
01200	156871	B002	239284	Account 37922-20-002	I	2/28/2024	3/27/2024	22200000	500736	CHK	6007326	130.00	3659422	8003126
09100	156871	B001	239286	Acct #37924-20-001	I	3/1/2024	3/27/2024	78920000	500225	ACH	6008426	130.00	2374181	8003126 91000000
09100	156871	B001	239287	ACCT # 37924-20-002	I	3/1/2024	3/27/2024	78920000	500225	ACH	6008415	130.00	2374181	91000000
09100	156871	B001	239288	ACCT # 37924-20-003	I	3/1/2024	3/27/2024	78920000	500225	ACH	6008412	130.00	2374181	8003126 91000000
09100	156871	B001	239289	Acct #37924-20-004	I	3/1/2024	3/27/2024	78920000	500225	ACH	6008394	130.00	2374181	8003126 91000000
09100	156871	B001	239772	Acct # 37924-20-001	I	3/1/2024	3/27/2024	78920000	500225	ACH	6008420	255.35	2374181	8003126 91000000
09100	156871	B001	239773	Acct # 37924-20-002	I	3/1/2024	3/27/2024	78920000	500225	ACH	6008496	255.35	2374181	91000000
09100	156871	B001	240154	ACCT # 37924-20-003	I	3/1/2024	3/27/2024	78920000	500225	ACH	6008401	123.75	2374181	8003126 91000000
01400	156871	B002	238309	ACCT 100103-20-001	I	3/1/2024	3/28/2024	20450000	500226	CHK	6005867	1,265.00	3659971	8003126 14JAFCT
01400	156871	B001	238311	ACCT 100103-20-003	I	2/7/2024	3/7/2024	20450000	500226	ACH	5984261	1,265.00	2371827	8003126 14PLYMCT
01400	156871	B001	238312	ACCT 100103-20-004	I	2/2/2024	3/7/2024	20450000	500226	ACH	5984258	1,345.00	2371827	8003126 14LEBUNCT
07500	156871	B002	239290	37926-20-003	I	3/12/2024	4/10/2024	21320000	500226	CHK	92649	383.00	3664727	8003126 752132WH
07500	156871	B002	239291	37926-20-004	I	3/12/2024	4/10/2024	21320000	500226	CHK	92648	383.00	3664727	8003126 752132WH
01200	156871	B002	239283	Account 37922 20 001	I	3/12/2024	4/12/2024	22400000	500736	CHK	6024561	130.00	3665993	8003126
01200	156871	B002	239285	Account 37922 20 004	I	3/12/2024	4/12/2024	22400000	500736	CHK	6024560	130.00	3665993	8003126

03500	156871	B002	239279	37915 20 011 DNCR CANF	1	3/7/2024	4/2/2024	37030000	502664	CHK	6015080	130.00	3661925	8003126	35CA0322
03500	156871	B001	239275	37915 20 008 DNCR CANF	1	3/7/2024	4/3/2024	37030000	502664	ACH	6015034	130.00	2375171	8003126	35CA0322
03500	156871	B001	239278	37915 20 010 DNCR CANF	1	3/7/2024	4/3/2024	37030000	502664	ACH	6015033	130.00	2375171	8003126	35CA0322
03500	156871	B001	239280	37915 20 012 DNCR CANF	1	3/7/2024	4/3/2024	37030000	502664	ACH	6015032	130.00	2375171	8003126	35CA0322



**SECOND AMENDMENT TO THE CONTRACT BETWEEN
GEMENI 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 Second Amendment (hereinafter referred to as the "Amendment"), dated this 18 day of April, 2024, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and GEMENI 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, amended by the First Amendment on May 31, 2023 and set to expire August 31, 2025, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform 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. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$400,000.00
2. Amend Exhibit C, Pricing Structure to add two 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 (Sept. 2022-Aug. 2023)	Minor PM Rate (Sept. 2024-Aug. 2025)	Major PM Rate (Sept. 2023-Aug. 2024)	Minor PM Rate (Sept. 2022-Aug. 2023)	Major PM Rate (Sept. 2023-Aug. 2024)	Minor PM Rate (Sept. 2024-Aug. 2025)	Load Testing with Load Bank (Sept. 2022-Aug. 2025)
ADD:															
DOT District 1	Lancaster Facilities	641 Main St. U.S. Rte 3	Lancaster	1	Kohler	48RCLC	Propane	Coos	n/a	\$130.00	\$395.00	N/A	\$395.00	\$130.00	n/a
DOT District 1	Lisbon Patrol Shed	233 South Main St	Lisbon	1	Kohler	KG60	Propane	Grafton	n/a	\$130.00	\$395.00	n/a	\$395.00	\$130.00	n/a

Contract financials	
Current price limitation	\$300,000.00
Current spend against price limitation	\$221,360.60
Current limitation remaining balance	\$78,639.40
Estimated overage without this requested amendment	\$98,449.08
Add amendment increase	\$100,000.00
New price limitation	\$400,000.00

Contractor Initials: 
Date: 4/18/24

3. All other provisions of the Agreement, approved by the Governor and Executive Council on August 17, 2022, item #81, amended by the First Amendment on May 31, 2023, item #5(F) and expiring on August 31, 2025, shall remain in full force and effect.

Contractor Initials: 

Date: 

GEMINI ELECTRIC INC, dba POWER UP
GENERATOR SERVICE CO

By: _____

Matthew C Connors
(Print Name)

Title: President _____

Date: 4/18/2024 _____

STATE OF NEW HAMPSHIRE

By: _____

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 5-2-24 _____

OFFICE OF THE ATTORNEY GENERAL

By: Duncan A. Edgar _____

Duncan A. Edgar
(Print Name)

Title: Assistant Attorney General _____

Date: May 16, 2024 _____

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

Signed: _____

(Print Name)

Title: _____

Contractor Initials: 

Date: 4/18/24

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: 0006668444



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

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

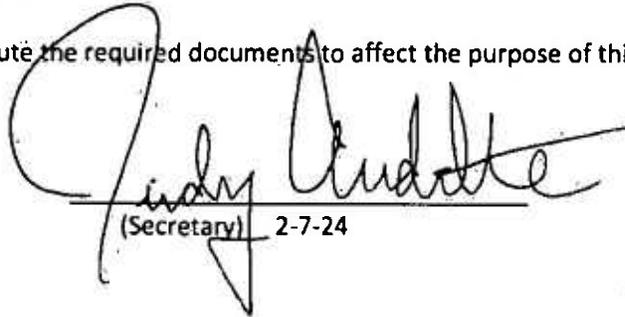
Certificate of Corporate Secretary

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.

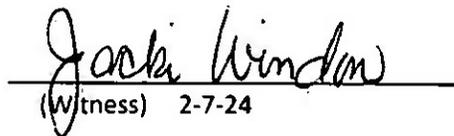
Resolved:

1. Execute all necessary documents and contracts.

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



(Secretary) 2-7-24



(Witness) 2-7-24



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2023

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

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

COVERAGES **CERTIFICATE NUMBER:** CL2362731951 **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	ADDITIONAL SUBROGATION	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"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		S 2400493	07/01/2023	07/01/2024	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/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	07/01/2023	07/01/2024	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	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Follow Form \$
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	N/A WC 9083018	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 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)

RE: Annual Generator Contract
VC#156871

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 
---	---

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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

5F mlc

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:

- 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 (Nov. 2023-Aug. 2023)	Minor PM Rate (Sept. 2023-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 Lead Bank Sept. 2023-Aug. 2025
Add:															
DOT	DO - Sweeney	19 Bass Hill Road	Sweeney	1	Kohler	48RCL	Propane	Chester	\$400.00	\$150.00	\$400.00	\$150.00	\$400.00	\$150.00	N/A
DOT	Mansfield	1817 Mans Hill Road	Litton	1	Kohler	20RCA	Propane	Grafton	\$325.00	\$195.00	\$325.00	\$195.00	\$325.00	\$195.00	N/A
DOS	Misshell Hill	58 Cattle Road	Haverhill	1	Kohler	20RSL	Propane	Grafton	\$325.00	\$195.00	\$325.00	\$195.00	\$325.00	\$195.00	N/A
DAS Courts	Jeffrey Circuit Court	84 Peterborough Street	Jeffrey	1	Kohler	200REOZJF	Diesel	Chester	\$485.00	\$195.00	\$485.00	\$195.00	\$485.00	\$195.00	\$780.00
DAS Courts	Cook County Superior Court	55 School Street	Lancaster	1	Kohler	250REOZJE	Diesel	Cook	\$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 Center 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 - Sweeney	19 Bass Hill Road	Sweeney	1	ONAN	10 DEN	Diesel	Chester	\$383.00	\$190.00	\$383.00	\$190.00	\$383.00	\$190.00	\$715.00

Contractor Initials:

Date: 5/9/23

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.

GEMINI ELECTRIC INC, dba POWER
UP GENERATOR SERVICE CO.

By: _____

Matthew C. Connor
(Print Name)

Title: _____

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: _____

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



Power Up Generator Service Company

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

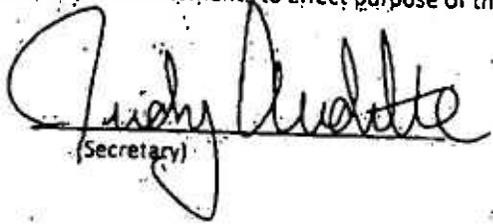
Certificate of Corporate Secretary

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:

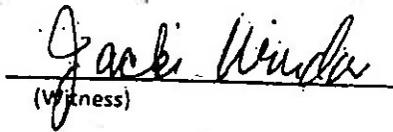
Resolved:

1. Execute all necessary documents and contracts.

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



(Secretary) 5/4/23



(Witness) 5/4/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/21/2022

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 EMAIL ADDRESS: Karen.Case@Optisure.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Gemini Electric Inc, OBA: Power Up Generator Services Company 8 Priscilla Lane Auburn NH 03032	NAIC #

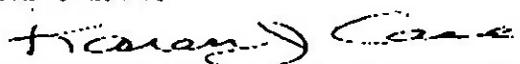
COVERAGES CERTIFICATE NUMBER: CL2282117868 REVISION NUMBER:

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.

CLASS	TYPE OF INSURANCE	ADDL FOUR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTR		INSR		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL 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 - COMPPOP 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 <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	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 State of New Hampshire Administrative Services 25 Capital Street, Room 102 Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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State of New Hampshire

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

mlc
81

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Catherine A. Keane
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 Maley

TOTAL PRICE PER COUNTY										
Calculated as Total Major and Milson PM's (Contract Term 2022-2025) + Total Annual Load Bank Testing of all Diesel/Kerosene 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
	Bellnap	Carroll	Cheshire	Coos	Grafton	Hillsborough	Merrimack	Rockingham	Stafford	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	\$36,694.75	\$21,069.98	\$89,613.39	\$99,895.54	\$132,160.44	\$358,293.42	\$118,720.01	\$59,944.90	\$9,626.48
Powers	No Bid	No Bid	\$21,285.00	No Bid	\$8,940.00					
Timberline	\$93,784.50	\$55,546.00	\$36,467.35	\$101,573.55	\$146,389.50	\$202,849.20	\$610,558.13	\$226,979.10	\$109,573.20	\$13,429.15
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	\$27,431.00	\$11,254.00	\$45,267.00	\$46,444.00	\$79,320.00	\$247,737.00	\$79,184.00	\$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	\$138,192.00	\$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													
	Bellnap	Carroll	Cheshire	Coos	Grafton	Hillsborough	Merrimack	Rockingham	Stafford	Sullivan	Total	% Cost Avoidance	
TriState	\$3,759.00	\$5,346.00				\$19,315.00	\$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						\$2,878.00	\$41,765.39	13.89%
Repair Forecast 2022-2025											Grand Total	\$192,433.39	

	PM/Load Test 2022-2025	Repair Actual 2019-2022	Repair Forecast 2022-2025	Total Contract 2022-2025
TriState	\$344,619.00	\$280,824.12	\$253,381.00	\$600,000.00
Power Up	\$150,315.00	\$157,186.95	\$149,485.00	\$300,000.00

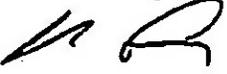
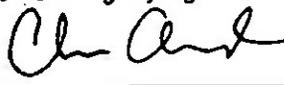
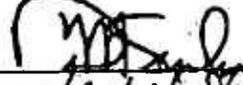
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Halcy		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>Takmina 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 <i>Secretary of State</i>			

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 |

Contractor Initials MCC
Date 8/3/22

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/\(S\(a0fzcv55qhaeas4Sipyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/Contractorregistration/(S(a0fzcv55qhaeas4Sipyq5i45))/welcome.aspx)

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

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

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

7. CONFIDENTIALITY & CRIMINAL RECORD

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

**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Generator Rental services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$200,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

DOJ State Police	Irish C	15 Ash Brook Court	Leone	Kohler	100 REOLB	Diesel	Cheshire	\$383.00	\$120.00	\$383.00	\$120.00	\$383.00	\$120.00	\$480.00
DOJ State Police	Hyland Hill	Hyland Hill Rd	Westmoreland	CAI C2023 30 Pw	E12167	Peapack	Cheshire	\$358.00	\$120.00	\$358.00	\$120.00	\$358.00	\$120.00	n/a
DOJ District 4	Patrol 401- Fuel Site	187 Claremont Rd	Charlestown	Kohler	30 REOLJC	Diesel	Cheshire	\$358.00	\$120.00	\$358.00	\$120.00	\$358.00	\$120.00	\$318.00
DOJ District 4 Mohl.	M8 413- Bridge	1972 Route 119	Bridge	Kohler	20 REOLJB	Diesel	Cheshire	\$358.00	\$120.00	\$358.00	\$120.00	\$358.00	\$120.00	\$305.00
DOJ District 4 Mohl.	DC-Inventory	19 Base Hill Rd	Swanzey	OHAM	30 DBH	Diesel	Cheshire	\$383.00	\$120.00	\$383.00	\$120.00	\$383.00	\$120.00	\$315.00
DMCP	Summit of Mt Picher	Rt 123 N	Stoddard	Col Olympian	G3LGC	LP	Cheshire	\$383.00	\$120.00	\$383.00	\$120.00	\$383.00	\$120.00	n/a
Dept of Military and Veterans Affairs	Bath RC	2169 River Side Dr.	Bath	Currents Per Gen	100 GSGAA	Diesel	Coos	\$430.00	\$120.00	\$430.00	\$120.00	\$430.00	\$120.00	\$480.00
Dept of Military and Veterans Affairs	Lancaster RC	532 Main St	Lancaster	Currents Per Gen	100 GSGAA	Diesel	Coos	\$430.00	\$120.00	\$430.00	\$120.00	\$430.00	\$120.00	\$480.00

Dept. of Corrections	Northern NH Cor Facility	138 E. Milan Road	Berlin	3	Caterpillar	3-1121R41	Diesel	Cook	\$5,537.00	\$390.00	\$5,537.00	\$390.00	\$5,537.00	\$390.00	\$5,537.00
Dept. of Corrections	Northern NH Cor Facility	138 E. Milan Road	Berlin	1	Kohler	100RE01JB	Diesel	Cook	\$475.00	\$120.00	\$475.00	\$120.00	\$475.00	\$120.00	\$475.00
DOI State Police	Keop #	549 Route 307	Irish Mountain	1	Kohler	30RE01JB	Diesel	Cook	\$475.00	\$120.00	\$475.00	\$120.00	\$475.00	\$120.00	\$475.00
DOI State Police	Malden NB (Drive Access)	41°54'48.83" N, 71°20'25.14" W	Stewartstown	1	CAT	G20F53 30 EW	Propane	Cook	\$358.00	\$120.00	\$358.00	\$120.00	\$358.00	\$120.00	n/a
DOI District I	Columbia Patrol Shed	B Grand Road	Columbia	1	Kohler	30RE01JC	Diesel	Cook	\$358.00	\$120.00	\$358.00	\$120.00	\$358.00	\$120.00	\$358.00
DOI District I	Gorham Patrol Shed	1 North Drive	Gorham	1	Kohler	30RE01JC	Diesel	Cook	\$358.00	\$120.00	\$358.00	\$120.00	\$358.00	\$120.00	\$358.00
DOI District I	Lancaster Facility	641 Main St. U.S. #103	Lancaster	1	Kohler	30RE01JB	Diesel	Cook	\$475.00	\$120.00	\$475.00	\$120.00	\$475.00	\$120.00	\$475.00
DOI District I	Irish Mt. Fuel Facility	300 Route 302 West	Irish Mountain	1	Kohler	16REYG	Propane	Cook	\$358.00	\$120.00	\$358.00	\$120.00	\$358.00	\$120.00	n/a
DHCR	Summit of Milan Mtn	1106	Milan	1	Cat	D309L	LP	Cook	\$358.00	\$120.00	\$358.00	\$120.00	\$358.00	\$120.00	n/a
DHCR Division of Parks	ML Washington Summit	PO Box D	Gorham	3	Caterpillar	D309L	Kerosene	Cook	\$1,794.00	\$260.00	\$1,794.00	\$260.00	\$1,794.00	\$260.00	\$1,794.00
DHCR Division of Parks	Great N. Woods Area	Colter Way	Stewartstown	1	Kohler	30RE01JC	Propane	Cook	\$358.00	\$120.00	\$358.00	\$120.00	\$358.00	\$120.00	\$358.00
NH F & G	Berlin Machinery	York Pond Rd	Berlin	1	Generac	15KW	Propane	Cook	\$475.00	\$120.00	\$475.00	\$120.00	\$475.00	\$120.00	n/a
NH F & G	Berlin Machinery	York Pond Rd	Berlin	1	Generac	100KW	Propane	Cook	\$475.00	\$120.00	\$475.00	\$120.00	\$475.00	\$120.00	n/a
Dept of Military and Veterans Affairs	Lebanon RC	174 Healer Rd.	Lebanon	1	Kohler	100RE01JB	Diesel	Casten	\$455.00	\$120.00	\$455.00	\$120.00	\$455.00	\$120.00	\$455.00
Dept of Military and Veterans Affairs	Uttleton RC	330 Meadow Rd.	Uttleton	1	Current	100 G3GAA	Diesel	Casten	\$455.00	\$120.00	\$455.00	\$120.00	\$455.00	\$120.00	\$455.00
Dept of Military and Veterans Affairs	Plymouth RC	19 Army Rd	Plymouth	1	Current	100 G3GAA	Diesel	Casten	\$455.00	\$120.00	\$455.00	\$120.00	\$455.00	\$120.00	\$455.00

Contractor Initials MCC
Date 8/3/22

Vehicles	Make	Model	Year	Color	Engine	Fuel	Location	Current Price						
Deed	Chevrolet	Blazer	1993	Black	4.3L V6	Diesel	Griffin	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
Deed	Chevrolet	Blazer	1993	Black	4.3L V6	Diesel	Griffin	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
DOJ State Police	Ford	Excursion	2001	Black	4.6L V8	Propane	Griffin	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	n/a
DOJ State Police	Ford	Excursion	2001	Black	4.6L V8	Propane	Griffin	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	n/a
DOJ District 1	Ford	Excursion	2001	Black	4.6L V8	Propane	Griffin	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	n/a
DOJ District 1	Ford	Excursion	2001	Black	4.6L V8	Propane	Griffin	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
DOJ District 1	Ford	Excursion	2001	Black	4.6L V8	Propane	Griffin	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
DOJ District 1	Ford	Excursion	2001	Black	4.6L V8	Propane	Griffin	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
DOJ District 2	Ford	Excursion	2001	Black	4.6L V8	Propane	Griffin	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	n/a
DOJ District 2	Ford	Excursion	2001	Black	4.6L V8	Propane	Griffin	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
DOJ District 2	Ford	Excursion	2001	Black	4.6L V8	Propane	Griffin	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
DOJ District 2	Ford	Excursion	2001	Black	4.6L V8	Propane	Griffin	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
DOJ District 2	Ford	Excursion	2001	Black	4.6L V8	Propane	Griffin	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
DOJ District 3	Ford	Excursion	2001	Black	4.6L V8	Propane	Griffin	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	n/a

Contractor Initials MCC
Date 8/3/22

DHCR	Lafayette Police Carnet Cr	1x Lafayette Camper d Ed	Uncas	1	Kohler	50RE1G	LP Gas	Grafton	1,383.00	1,120.00	1,383.00	1,120.00	1,383.00	1,120.00	n/a
DHCR Cannon MI, SD Area	Septic Pump Station	Francisco Hatch SI Pl.	Francisco	1	Woods & Sullivan	61815 12KW	LP	Grafton	1,383.00	1,120.00	1,383.00	1,120.00	1,383.00	1,120.00	n/a
DHCR Cannon MI, SD Area	Summit Station	Francisco Hatch SI Pl.	Francisco	1	Coleco Bar Olympic	73A074E2 100KW	Propane	Grafton	1,383.00	1,120.00	1,383.00	1,120.00	1,383.00	1,120.00	n/a
DHCR Cannon MI, SD Area	Iron Control Power	Francisco Hatch SI Pl.	Francisco	1	Kohler	15RE02C 16KW	Diesel	Grafton	1,490.00	1,120.00	1,490.00	1,120.00	1,490.00	1,120.00	1,315.00
DHCR Cannon MI, SD Area	Iron Valley Station	Francisco Hatch SI Pl.	Francisco	1	Kohler	40RE02C 42KW	Diesel	Grafton	1,973.00	1,120.00	1,973.00	1,120.00	1,973.00	1,120.00	1,370.00
DHCR Cannon MI, SD Area	Iron Control Hydro	Francisco Hatch SI Pl.	Francisco	2	Cummins	5130	Diesel	Grafton	11,740.00	1,260.00	11,740.00	1,260.00	11,740.00	1,260.00	1,900.00
MI F & G	Warren Fish Hatchery	MI Route 23	Warren	1	Winco	P511200-C 12KW	Propane	Grafton	1,383.00	1,120.00	1,383.00	1,120.00	1,383.00	1,120.00	n/a
MI F & G	Warren Fish Hatchery	MI Route 23	Warren	1	Coleco Bar	G25UNG	Propane	Grafton	1,383.00	1,120.00	1,383.00	1,120.00	1,383.00	1,120.00	n/a
DD1 Dblc12	PS 213- Sunapee	8 Post Office Road	Sunapee	1	Kohler 7008	12 kw	Mid Diesel Fuel	Sullivan	1,355.00	1,120.00	1,355.00	1,120.00	1,355.00	1,120.00	1,000.00
DHCR	Springfield Post Area	149 Northbound rte mark #2	Springfield	1	Onan 10004 DC 2000	100 kw	Mid Diesel Fuel	Sullivan	1,355.00	1,120.00	1,355.00	1,120.00	1,355.00	1,120.00	1,400.00

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.

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

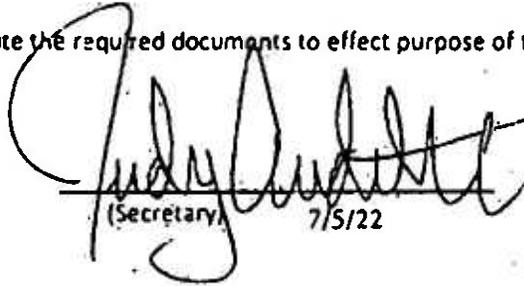
Certificate of Corporate Secretary

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:

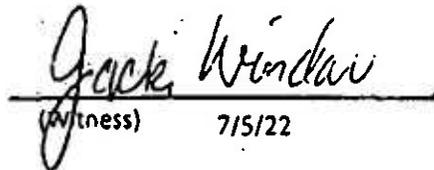
Resolved:

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 (AG, Ho, Ext): (603) 647-0800 FAX (AG, Ho): (603) 647-0330 EMAIL ADDRESS: Karen.Case@Optisure.com	
INSURED Gemini Electric Inc. DBA: Power Up Generator Services Company 8 Priscilla Lane Auburn NH 03032		INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL2282117889 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.

TYPE OF INSURANCE	INSURANCE CLASSIFICATION	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. 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 \$1,000,000 (Ea. occurrence) \$ 1,000,000 COVERED SINGLE UNIT (Ea. occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$
<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	COVERED SINGLE UNIT (Ea. occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$
<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
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	WC 9083018	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ 500,000 E.I. DISEASE - EA EMPLOYEE \$ 500,000 E.I. 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

State of New Hampshire Administrative Services
25 Capitol Street, Room 102

Concord

NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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