



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

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Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

June 12, 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 amend an existing contract (Contract #8003127) with TRI STATE GENERATORS LLC (VC#271332), Brentwood, NH, for generator maintenance services, to add one generator no longer under manufacturer's warranty with no change to the price limitation of \$600,000, 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 #82, and most recently amended with Governor and Executive Council approval on October 18, 2023, item #5(D).

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 #82. It was subsequently amended with Governor and Executive Council approval on February 22, 2023, Item 108; and on October 18, 2023, item #5(D).

The Department of Transportation has requested to add one generator to the contract (Contract #8003127) with TRI STATE GENERATORS LLC. for maintenance services. The generator will require annual and semi-annual maintenance going forward. Under the terms of the original contract, the State reserves the right to add/delete items/locations to the contract. This amendment, upon approval, would allow for maintenance to be performed on this generator.

The current price limitation of this contract is \$600,000 with a spend to date of \$318,519.15. The \$600,000 price limitation was intentionally set to allow for additional generators to be added over the term of the contract as the manufacturer's warranties expire.

| Contract financials                  |              |
|--------------------------------------|--------------|
| Current limitation                   | \$600,00.00  |
| Current spend against contract       | \$318,519.15 |
| Current limitation remaining balance | \$281,480.85 |
| Price limitation (no change)         | \$600,000.00 |

Based on the foregoing, I am respectfully recommending approval of the contract amendment with TRI STATE GENERATORS LLC.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner

| Year          | ACH Spend           | P-Card Spend       | Total Spend         |           |              |                    |
|---------------|---------------------|--------------------|---------------------|-----------|--------------|--------------------|
| 2022          | \$47,564.39         | \$3,083.95         | <b>\$50,648.34</b>  | 9/1/2022  | \$600,000.00 | Price Limitation   |
| 2023          | \$160,485.04        | \$15,734.31        | <b>\$176,219.35</b> |           | \$106,173.05 | Average Year Spend |
| 2024          | \$87,229.02         | \$4,422.44         | <b>\$91,651.46</b>  | 22-Apr    | \$318,519.15 | Total spend        |
| 2025          | \$0.00              | \$0.00             | <b>\$0.00</b>       | 8/31/2025 | \$281,480.85 | Remaining Balance  |
| <b>Totals</b> | <b>\$295,278.45</b> | <b>\$23,240.70</b> | <b>\$318,519.15</b> |           |              |                    |



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

This Third Amendment (hereinafter referred to as the "Amendment"), dated this 10th day of May, 2024, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and TRI STATE GENERATORS LLC hereinafter referred to as "the Contractor") for generator maintenance services.

WHEREAS, pursuant to and agreement effective September 1, 2022, amended by the First Amendment on February 22, 2023, amended by the Second Amendment on October 18, 2023 and, set to expire August 31, 2025, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain generator maintenance services for the State in consideration of payment by the State of certain sums as specified therein; and

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

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

1. Amend Exhibit C, Pricing Structure, to add one generator to the existing contract for the following pricing structure for the period of July 1, 2024 through August 31, 2025:

| Agency        | Facility Name | Address         | Town    | Qty | Generator MFR | Model #              | Fuel Source | County    | Major PM Rate (Sept 2023-Aug 2024) | Minor PM Rate (Sept 2023-Aug 2024) | Major PM Rate (Sept 2024-Aug 2025) | Minor PM Rate (Sept 2024-Aug 2025) | Load testing with Load Bank Sept 2022-Aug 2025 |
|---------------|---------------|-----------------|---------|-----|---------------|----------------------|-------------|-----------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|--|
| ADD:          |               |                 |         |     |               |                      |             |           |                                    |                                    |                                    |                                    |  |
| DOT Turnpikes | I-93          | Exit 13 Signals | Concord | 1   | Generac       | Guardian 14kW (7224) | Propane     | Merrimack | \$295.00                           | \$95.00                            | \$295.00                           | \$95.00                            | \$300.00                                       |

2. All other provisions of the Agreement, approved by the Governor and Executive Council on August 17, 2022, Item #82, amended on February 22, 2023, item #108; and on October 18, 2023, item #5(D) on shall remain in full force and effect.

TRI STATE GENERATORS LLC

By:

*Scott Scherborn, Jr.*

Scott Scherborn, Jr.

(Print Name)

Title: President / Owner

Date: May 10, 2024

STATE OF NEW HAMPSHIRE

By:

*Charles M. Arlinghaus*

Charles M. Arlinghaus

(Print Name)

Title: Commissioner

Department of Administrative Services

Date:

5/23/24

OFFICE OF THE ATTORNEY GENERAL

By:

*Duncan A. Edgar*

Duncan A. Edgar

(Print Name)

Title: Assistant Attorney General

Date: May 30, 2024

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

Signed:

(Print Name)

Title:

*(Signature)*

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TRI STATE GENERATORS LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 10, 2014. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 705603

Certificate Number: 0006658987



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4th day of April A.D. 2024.

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

David M. Scanlan  
Secretary of State

**CERTIFICATE OF AUTHORITY/VOTE**  
(Limited Liability Company)

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

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

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

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

[Signature]  
(Contract Signatory - Signature)

05/08/2024  
(Date)

STATE OF New Hampshire

COUNTY OF Rockingham

On this the 8th day of May, 20 24, before me Kelly A. Davies  
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

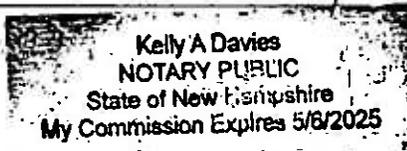
the undersigned officer, personally appeared Scott Scherbon, Jr., known to me (or  
(Contract Signatory - Print Name)

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

(NOTARY SEAL)

[Signature]  
(Notary Public / Justice of the Peace -Signature)

Commission Expires: \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

| <b>PRODUCER</b><br>THE ROWLEY AGENCY INC.<br>45 Constitution Avenue<br>P.O. Box 511<br>Concord NH 03302-0511 | <b>CONTACT NAME:</b> Christine Holman, CPCU, CIC<br><b>PHONE (AC, No, Ext):</b> (603) 224-2562<br><b>FAX (AC, No):</b> (603) 224-0612<br><b>E-MAIL ADDRESS:</b> cholman@rowleyagency.com  |                               |        |                           |  |                                    |      |                           |  |            |  |            |  |            |
|--|---|-------------------------------|--------|---------------------------|--|------------------------------------|------|---------------------------|--|------------|--|------------|--|------------|
|  | <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Cincinnati Ins</td> <td></td> </tr> <tr> <td>INSURER B: Travelers Insurance Co.</td> <td>0060</td> </tr> <tr> <td>INSURER C: Liberty Mutual</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Cincinnati Ins |  | INSURER B: Travelers Insurance Co. | 0060 | INSURER C: Liberty Mutual |  | INSURER D: |  | INSURER E: |  | INSURER F: |
| INSURER(S) AFFORDING COVERAGE  | NAIC #  |                               |        |                           |  |                                    |      |                           |  |            |  |            |  |            |
| INSURER A: Cincinnati Ins  |   |                               |        |                           |  |                                    |      |                           |  |            |  |            |  |            |
| INSURER B: Travelers Insurance Co.   | 0060  |                               |        |                           |  |                                    |      |                           |  |            |  |            |  |            |
| INSURER C: Liberty Mutual  |   |                               |        |                           |  |                                    |      |                           |  |            |  |            |  |            |
| INSURER D:   |   |                               |        |                           |  |                                    |      |                           |  |            |  |            |  |            |
| INSURER E:   |   |                               |        |                           |  |                                    |      |                           |  |            |  |            |  |            |
| INSURER F:   |   |                               |        |                           |  |                                    |      |                           |  |            |  |            |  |            |
| <b>INSURED</b><br>Tri State Generators LLC<br>18 Route 27<br>Brantwood NH 03833                              |   |                               |        |                           |  |                                    |      |                           |  |            |  |            |  |            |

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

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

| INSR LTR | TYPE OF INSURANCE   | ADDC INSD | SUBR WVD | POLICY NUMBER                       | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|-------------------------------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | CF00140839                          | 10/10/2023              | 10/10/2024              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPROP AGG \$ 2,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS   |           |          | ZBA0554844                          | 10/10/2023              | 10/10/2024              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$   |           |          |                                     |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$   |
| B        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br><input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N       | N/A      | WCS-318-620200-013<br>3A States: NH | 10/10/2023              | 10/10/2024              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>EL. EACH ACCIDENT \$ 500,000  |
| C        |   |           |          | 6JUB-3810197-2-23<br>3A States: NH  | 10/10/2023              | 10/10/2024              | EL. DISEASE - EA EMPLOYEE \$ 500,000<br>EL. DISEASE - POLICY LIMIT \$ 500,000  |

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

covering generator sales and service  
Scott & Rebecca Scherbon are excluded under the work comp policies referenced above.

### CERTIFICATE HOLDER

State of NH, Dept of Admin Services  
Bureau of Purchase & Property  
25 Capitol Street, Room 102  
Concord, NH 03301

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
C Holman, CPCU, CIC/C *Christine Holman*

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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](mailto:Office@das.nh.gov)

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

October 4, 2023

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

## REQUESTED ACTION

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

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

## EXPLANATION

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

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

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

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

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

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

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner

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

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

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

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

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

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

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

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

Contractor Initials:   
Date: 09/19/2023

Tri State Generators LLC

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

Title: President / Owner

Date: 09/19/2023

STATE OF NEW HAMPSHIRE

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

Title: Commissioner  
Department of Administrative Services

Date: 9-25-23

OFFICE OF THE ATTORNEY GENERAL

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

Title: Attorney

Date: 10/2/23

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

\_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Contractor Initials: [Signature]  
Date: 10/2/23

**State of New Hampshire**  
**Department of State**

**CERTIFICATE**

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TRI STATE GENERATORS LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 10, 2014. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 705603

Certificate Number: 0006217695.



IN TESTIMONY WHEREOF,

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

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

David M. Scanlan  
Secretary of State

**CERTIFICATE OF AUTHORITY/VOTE**  
(Limited Liability Company)

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

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

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

  
(Contract Signatory - Signature)

September 19, 2023  
(Date)

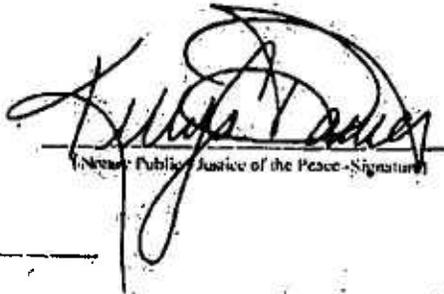
STATE OF New Hampshire  
COUNTY OF Rockingham

On this the 19th day of September 2023, before me Kelly Davies  
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

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

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

(NOTARY SEAL)

  
(Notary Public / Justice of the Peace - Signature)

Commission Expires: \_\_\_\_\_

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



# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

|   |   |
|---|---|
| <b>PRODUCER</b><br>THE ROWLEY AGENCY INC.<br>45 Constitution Avenue.<br>P.O. Box 511<br>Concord NH 03302-0511 | <b>CONTACT NAME:</b> Christine Holman, CPCU, CIC<br><b>PHONE:</b> (603) 224-2562<br><b>FAX:</b> (603) 224-0612<br><b>EMAIL:</b> cholman@rowleyagency.com<br><b>ADDRESS:</b>   |
|   | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Cincinnati Ins<br><b>INSURER B:</b> Travelers Insurance Co. 0060<br><b>INSURER C:</b> Liberty Mutual<br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |

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

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

| INSR LTR | TYPE OF INSURANCE  | ADDL ENR | SUBR WVD | POLICY NUMBER                       | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|----------|----------|-------------------------------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GENL AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |          |          | CS00140859                          | 10/10/2023              | 10/10/2024              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPROPAGG \$ 2,000,000 |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS   |          |          | EBA0554844                          | 10/10/2023              | 10/10/2024              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$  |          |          |                                     |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$  |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N      | N/A      | WCS-315-020200-003<br>3A States: NH | 10/10/2023              | 10/10/2024              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 500,000  |
| C        |  |          |          | WJUM-0N16197-2-23<br>3A States: NH  | 10/10/2023              | 10/10/2024              | E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000   |

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

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br><br>State of NH, Dept of Admin Services<br>Bureau of Purchase & Property<br>25 Capitol Street, Room 102<br>Concord, NH 03301 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>C Holman, CPCU, CIC/C <i>Christine Holman</i> |
|---|---|

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# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

108 mlu

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

February 8, 2023

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

## REQUESTED ACTION

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

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

## EXPLANATION

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

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

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

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

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

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner

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

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

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

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

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

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

| Agency           | Facility Name                     | Address                 | Town     | City | Generator MFR | Model #    | Fuel Source | County     | Major PM Rate (Dec. 2022-Aug 2023) | Minor PM Rate (Sept 2023-Aug 2024) | Major PM Rate (Sept 2024-Aug 2025) | Minor PM Rate (Dec. 2023-Aug 2024) | Major PM Rate (Sept 2023-Aug 2024) | Minor PM Rate (Sept 2024-Aug 2025) | Lead testing with Lead Bank Dec. 2022-Aug 2025 |
|------------------|-----------------------------------|-------------------------|----------|------|---------------|------------|-------------|------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|--|
| General Svcs.    | Spending Hall                     | 25 Pleasant Street      | Concord  |      | Kohler        | 125RE02G   | Diesel      | Merrimack  | \$395.00                           | \$95.00                            | \$395.00                           | \$95.00                            | \$95.00                            | \$95.00                            | \$400.00                                       |
| BFAM             | Legislative Office Building       | 53 North State Street   | Concord  |      | Kohler        | 40RE02E    | Diesel      | Merrimack  | \$375.00                           | \$95.00                            | \$325.00                           | \$95.00                            | \$325.00                           | \$95.00                            | \$300.00                                       |
| BFAM             | State Office Park Thayer Building | 97 Pleasant Street      | Concord  |      | Kohler        | 30RE02J7   | Diesel      | Merrimack  | \$450.00                           | \$85.00                            | \$450.00                           | \$95.00                            | \$450.00                           | \$95.00                            | \$800.00                                       |
| BFAM             | Main Building                     | 105 Pleasant Street     | Concord  |      | Kohler        | 125RE02G   | Diesel      | Merrimack  | \$395.00                           | \$95.00                            | \$395.00                           | \$95.00                            | \$395.00                           | \$95.00                            | \$400.00                                       |
| General Svcs.    | 84 South Street                   | 84 South Street         | Concord  |      | Kohler        | 200R02JF   | Diesel      | Merrimack  | \$450.00                           | \$95.00                            | \$450.00                           | \$95.00                            | \$450.00                           | \$95.00                            | \$600.00                                       |
| NHS              | Hemstead Hospital                 | 218 East Road           | Hemstead |      | White         | L10M D4800 | Diesel      | Rockingham | \$475.00                           | \$95.00                            | \$475.00                           | \$95.00                            | \$475.00                           | \$95.00                            | \$800.00                                       |
|                  |                                   |                         |          |      |               |            |             |            | DFM w/PM \$295.00                  |                                    | \$295.00                           |                                    | \$295.00                           |                                    |  |
|                  |                                   |                         |          |      |               |            |             |            | ATS w/PM \$295.00                  |                                    | \$295.00                           |                                    | \$295.00                           |                                    |  |
| NHS              | Hemstead Hospital                 | 218 East Road           | Hemstead |      | Caterpillar   | D-300-2    | Diesel      | Rockingham | \$475.00                           | \$95.00                            | \$475.00                           | \$85.00                            | \$475.00                           | \$95.00                            | \$800.00                                       |
|                  |                                   |                         |          |      |               |            |             |            | DFM w/PM \$295.00                  |                                    | \$295.00                           |                                    | \$295.00                           |                                    |  |
|                  |                                   |                         |          |      |               |            |             |            | ATS w/PM \$295.00                  |                                    | \$295.00                           |                                    | \$295.00                           |                                    |  |
| Court Facilities | Conover Circuit Court             | 35 E Conover Rd. Rt 302 | Conover  |      | Kohler        | 30RE02C    | Diesel      | Carroll    | \$295.00                           | \$95.00                            | \$295.00                           | \$95.00                            | \$295.00                           | \$95.00                            | \$300.00                                       |

Contractor Initials: SS  
Date: 01/09/2023

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

TRI STATE GENERATORS LLC

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

Title: President

Date: January 9, 2023

STATE OF NEW HAMPSHIRE

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

Title: Commissioner  
Department of Administrative Services

Date: 1-26-23

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]  
Tatiana Palomares  
(Print Name)

Title: Assistant Attorney General

Date: 1/30/23

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

FEB 22 2023

Signed: [Signature]  
(Print Name)

SECRETARY OF STATE

**State of New Hampshire**  
**Department of State**

**CERTIFICATE**

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TRI STATE GENERATORS LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 10, 2014. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 705603

Certificate Number: 0005828255



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire.

this 13th day of July A.D. 2022.

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

David M. Scanlan  
Secretary of State

**CERTIFICATE OF AUTHORITY/VOTE**  
(Limited Liability Company)

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

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

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

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

  
(Contract Signatory - Signature)

07/14/2022  
(Date)

STATE OF New Hampshire

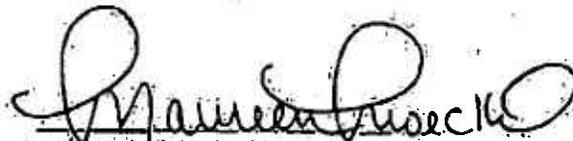
COUNTY OF Rockingham

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

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

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

(NOTARY SEAL)

  
(Notary Public / Justice of the Peace - Signature)

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

**CERTIFICATE OF AUTHORITY/VOTE**  
**(Limited Liability Company)**

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

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

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

  
(Contract Signatory - Signature)

01/09/2023  
(Date)

STATE OF New Hampshire

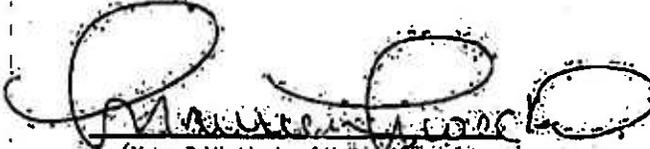
COUNTY OF Rockingham

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

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

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

(NOTARY SEAL)

  
(Notary Public / Justice of the Peace - Signature)

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

Commission Expires: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

|  |  |  |               |
|--|--|--|---------------|
| <b>PRODUCER</b><br>THE ROWLEY AGENCY INC.<br>45 Constitution Avenue<br>P.O. Box 511<br>Concord NH 03302-0511 |  | <b>CONTACT NAME:</b> Christine Holman, CPCU, CIC<br><b>PHONE (A/C, No, Ext):</b> (603) 224-2562<br><b>FAX (A/C, No):</b> (603) 224-0012<br><b>E-MAIL ADDRESS:</b> cholman@rowleyagency.com |               |
| <b>INSURED</b><br>Tri State Generators LLC<br>18 Route 27<br>Brentwood NH 03833                              |  | <b>INSURER(S) AFFORDING COVERAGE</b>   |               |
|  |  | <b>INSURER A:</b> Cincinnati Ins   | <b>NAIC #</b> |
|  |  | <b>INSURER B:</b> Travelers Insurance Co.  | 0060          |
|  |  | <b>INSURER C:</b> Liberty Mutual   |               |
|  |  | <b>INSURER D:</b>  |               |
|  |  | <b>INSURER E:</b>  |               |
|  |  | <b>INSURER F:</b>  |               |

**COVERAGES**      **CERTIFICATE NUMBER:** 22-23 all lines      **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INFO | SUBR INFO | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|-----------|---|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |           |           | CSU0140859  | 10/10/2022              | 10/10/2023              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COM/PROP AGG \$ 2,000,000 |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS   |           |           | 2BA0554844  | 10/10/2022              | 10/10/2023              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$  |           |           |   |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$  |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N       | N/A       | NC3-315-025200-012<br>3A States: MA<br>NJUB-3M161V7-2-22<br>3A States: NH | 10/10/2022              | 10/10/2023              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000  |

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

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br>State of NH, Dept of Admin Services<br>Bureau of Purchase & Property<br>25 Capitol Street, Room 102<br>Concord, NH 03301 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>C Holman, CPCU, CIC/C <i>Christine Holman</i> |
|---|---|

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# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 Capitol Street - Room 100  
Concord, New Hampshire 03301  
[Office@das.nh.gov](mailto:Office@das.nh.gov)

MLC  
82

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

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

### EXPLANATION

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

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

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

*Financial Data:*

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

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

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner

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

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

|  |                                      |   |   |
|--|--------------------------------------|---|---|
| <b>1.1 State Agency Name</b><br>Department of Administrative Services<br>Bureau of Purchase and Property   |                                      | <b>1.2 State Agency Address</b><br>25 Capitol Street, Room 102<br>Concord, NH 03301         |   |
| <b>1.3 Contractor Name</b><br>Tri State Generators, LLC VCH 271332   |                                      | <b>1.4 Contractor Address</b><br>18 Route 27<br>Brentwood NH, 03833                         |   |
| <b>1.5 Contractor Phone Number</b><br>603-734-2650   | <b>1.6 Account Number</b><br>Various | <b>1.7 Completion Date</b><br>August 31, 2025   | <b>1.8 Price Limitation</b><br>\$600,000.00 |
| <b>1.9 Contracting Officer for State Agency</b><br>Jeff Haley  |                                      | <b>1.10 State Agency Telephone Number</b><br>603-271-2201                                   |   |
| <b>1.11 Contracting Signature</b><br> Date: 7/14/2022  |                                      | <b>1.12 Name and Title of Contractor Signatory</b><br>Scott Scherbon, Jr., President        |   |
| <b>1.13 State Agency Signature</b><br> Date: 8/4/22   |                                      | <b>1.14 Name and Title of State Agency Signatory</b><br>Charles M. Arlinghaus, Commissioner |   |
| <b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b><br>By: _____ Director, On: _____  |                                      |   |   |
| <b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b><br>By: <i>Takhmina Rakhmatova</i> On: 8/3/2022  |                                      |   |   |
| <b>1.17 Approval by the Governor and Executive Council (if applicable)</b><br>G&C Item number: <i>82</i>  G&C Meeting Date: <b>AUG 17 2022</b><br><i>secretary of state</i> |                                      |   |   |

Contractor-Initials 

Date *7/14/2022*

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

Contractor Initials

Date

SS  
4/18/02

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

## 9. TERMINATION.

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

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

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A**  
**SPECIAL PROVISIONS**

There are no special provisions of this contract.

Contractor Initials   
Date 7/14/2022

**EXHIBIT B  
SCOPE OF SERVICES**

**1. INTRODUCTION**

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

**2. CONTRACT DOCUMENTS**

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

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

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

**3. TERM OF CONTRACT**

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

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

**4. SCOPE OF WORK**

**Contractor Responsibilities:**

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

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

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

Exceptions include;

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

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

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

**State Responsibilities:**

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

**ANNUAL MINOR/MAJOR RATE FOR TERM OF CONTRACT**

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

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

Contractor Initials   
Date 7/14/2022

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

#### EXHAUST SYSTEM

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

#### FUEL SYSTEM

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

#### BATTERY

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

#### STARTING SYSTEM

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

#### ELECTRICAL

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

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

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

Contractor Initials

Date

JS  
11/14/2002

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

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

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

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

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

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

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

### **SERVICE RATES (REPAIR/EMERGENCY SERVICES)**

#### Repair Services:

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

#### Emergency Services:

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

### **Repair Parts Discount**

#### Repair Parts Catalog

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

Contractor Initials

Date

 7/14/2022

## **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/JS\(a0fzcv55ahaecis45jpya5i451\)/welcome.aspx](https://das.nh.gov/purchasing/Contractorregistration/JS(a0fzcv55ahaecis45jpya5i451)/welcome.aspx)

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

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

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

## **7. CONFIDENTIALITY & CRIMINAL RECORD**

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

**EXHIBIT C  
METHOD OF PAYMENT**

**1. CONTRACT PRICE**

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

**2. PRICING STRUCTURE**

| Agency                   | Facility Name                        | Address                     | Town           | Qty | Generator<br>MJ# | Model #                    | Fuel<br>Source | County  | Major<br>PM Rate<br>(Sept<br>2022-<br>Aug<br>2023) | Minor<br>PM Rate<br>(Sept<br>2023-<br>Aug<br>2024) | Major<br>PM Rate<br>(Sept<br>2024-<br>Aug<br>2025) | Minor<br>PM Rate<br>(Sept<br>2025-<br>Aug<br>2026) | Major<br>PM Rate<br>(Sept<br>2026-<br>Aug<br>2027) | Minor<br>PM Rate<br>(Sept<br>2027-<br>Aug<br>2028) | Load<br>to/ing<br>with<br>load<br>Sept<br>2022-<br>Aug<br>2023 |
|--------------------------|--------------------------------------|-----------------------------|----------------|-----|------------------|----------------------------|----------------|---------|--|--|--|--|--|--|--|
| Department<br>Safety     | Safety Services                      | 31 Dock Rd                  | Gilford        | 1   | Caterpillar      | 350 EW<br>Model<br>350 C13 | Diesel         | Belknap | \$275.00   | \$75.00  | \$275.00   | \$75.00  | \$375.00   | \$75.00  | \$400.00   |
| Emergency<br>Services    | Belknap<br>Mountain (Main<br>Access) | 43°31'14.17N,<br>71°27'58"W | Gilford        | 1   | Olymplan         | G130G2                     | Propane        | Belknap | \$500.00   | \$200.00   | \$500.00   | \$200.00   | \$500.00   | \$200.00   | \$500.00   |
| DOT District 3           | District Office-<br>Gilford          | 2 Seawall Rd                | Gilford        | 1   | Kohler           | 30PFC6                     | Propane        | Belknap | \$225.00   | \$75.00  | \$225.00   | \$75.00  | \$225.00   | \$75.00  | \$300.00   |
| DOT District 3           | DOT District 3                       | RR 23                       | Allan          | 1   | Marab            | 14.87/12                   | Diesel         | Belknap | \$225.00   | \$75.00  | \$225.00   | \$75.00  | \$225.00   | \$75.00  | \$300.00   |
| DOT District 3           | PS 37 - New<br>Hampton               | 42 NH Rte 104               | New<br>Hampton | 1   | Olymplan         | 250W                       | Diesel         | Belknap | \$325.00   | \$75.00  | \$325.00   | \$75.00  | \$325.00   | \$75.00  | \$400.00   |
| DWCR                     | Belknap<br>Mountain                  | Belknap Mount<br>Rd         | Gilford        | 1   | CAT<br>Olymplan  | C130G                      | LP             | Belknap | \$500.00   | \$200.00   | \$500.00   | \$200.00   | \$500.00   | \$200.00   | \$500.00   |
| DOT Fuel<br>Distribution | Fuel Sta #18                         | 1 Uby Pond Rd               | Gilford        | 1   | Kohler           | 12R65                      | LP             | Belknap | \$225.00   | \$75.00  | \$225.00   | \$75.00  | \$225.00   | \$75.00  | \$300.00   |

Contractor Initials

Date

  
 SS  
 11/13/22

|                             |                           |                            |              |  |             |                     |                         |         |          |         |          |         |          |         |          |
|-----------------------------|---------------------------|----------------------------|--------------|--|-------------|---------------------|-------------------------|---------|----------|---------|----------|---------|----------|---------|----------|
| DWCR                        | Sarabontan Post Area      | M3 58                      | Sarabontia A |  | MillerCat   | D25-61              | Diesel                  | Belnap  | \$275.00 | \$75.00 | \$350.00 | \$75.00 | \$375.00 | \$75.00 | \$450.00 |
| Emergency Services          | Dwight Building           | 50 Communicatio            | Laconia      |  | Olympian    | D125P1              | DIESEL                  | Belnap  | \$350.00 | \$75.00 | \$425.00 | \$75.00 | \$500.00 | \$75.00 | \$575.00 |
| NH Veterans Home            | NHWH                      | 139 Winter Street          | Iron         |  | Olympian    | 100KW/D 100P1       | #2 Fuel                 | Belnap  | \$375.00 | \$75.00 | \$450.00 | \$75.00 | \$525.00 | \$75.00 | \$600.00 |
| NH Veterans Home            | NHWH                      | 139 Winter Street          | Iron         |  | Clarke      | VWFP04H N           | Diesel                  | Belnap  | \$275.00 | \$75.00 | \$350.00 | \$75.00 | \$425.00 | \$75.00 | \$500.00 |
| NH Veterans Home            | NHWH                      | 139 Winter Street          | Iron         |  | Calzevall   | 430KW C15           | Ultra Low Sulfur Diesel | Belnap  | \$275.00 | \$75.00 | \$350.00 | \$75.00 | \$425.00 | \$75.00 | \$500.00 |
| NH Employment Security      | Laconia Office            | 126 Union Ave              | Laconia      |  | Forler      | 125 REQ1JF          | Diesel #2               | Belnap  | \$275.00 | \$75.00 | \$350.00 | \$75.00 | \$425.00 | \$75.00 | \$500.00 |
| Tolland County              |                           |                            |              |  |             |                     |                         |         |          |         |          |         |          |         |          |
| DAS/Bureau Court facilities | Carroll County Courthouse | 78 Water Village Road      | Orisbee      |  | Cummings    | DCHAB-887353 300 KW | Diesel                  | Carroll | \$275.00 | \$75.00 | \$350.00 | \$75.00 | \$425.00 | \$75.00 | \$500.00 |
| DOS State Police            | Whittier Mountain         |                            | Orisbee      |  | CAI 30KW    | G20F35              | Propane                 | Carroll | \$275.00 | \$75.00 | \$350.00 | \$75.00 | \$425.00 | \$75.00 | \$500.00 |
| DOS State Police            | Loop E                    | 1864 White Mountain Rd     | Lamworth     |  | Kahler      | 50 REQ1B            | Diesel                  | Carroll | \$275.00 | \$75.00 | \$350.00 | \$75.00 | \$425.00 | \$75.00 | \$500.00 |
| DOI Fuel Distribution       | Fuel Site #20             | 1864 White Mountain Rd     | Lamworth     |  | Kahler      | BRDVI               |                         | Carroll | \$275.00 | \$75.00 | \$350.00 | \$75.00 | \$425.00 | \$75.00 | \$500.00 |
| DOI District 3              | PS 301-Conway             | 608 Eaton Rd (Rt 153)      | Conway       |  | Genesac     | DDDD40              | Diesel                  | Carroll | \$350.00 | \$75.00 | \$425.00 | \$75.00 | \$500.00 | \$75.00 | \$575.00 |
| DOI District 3              | PS 311-Tulahoma           | 328 Middle Rd.             | Tulahoma     |  | Kahler      | 10REQ1J C           | Diesel                  | Carroll | \$275.00 | \$75.00 | \$350.00 | \$75.00 | \$425.00 | \$75.00 | \$500.00 |
| DOI District 3              | PS 313-Waterfield         | 1540 Waterfield Rd.        | Waterfield   |  | Kahler      | 20REQ1J C           | Diesel                  | Carroll | \$175.00 | \$75.00 | \$250.00 | \$75.00 | \$325.00 | \$75.00 | \$400.00 |
| DWCR                        | Conway Scenic Vista       | 3654 White Mt Hwy (Rt 302) | Conway       |  | Kahler 20KW | 70REQ1J B           | Diesel                  | Carroll | \$175.00 | \$75.00 | \$250.00 | \$75.00 | \$325.00 | \$75.00 | \$400.00 |
| NH Employment Security      | Conway Office             | 518 White Mountain Hwy     | Conway       |  | Kahler      | 50 REQ1C            | Diesel #2               | Carroll | \$175.00 | \$75.00 | \$250.00 | \$75.00 | \$325.00 | \$75.00 | \$400.00 |

Contractor Initials   
Date 11/1/2022

| Covell County                         |                               |                         |               |   |                    |           |             |           |   |            |          |            |          |            |          |            |          |            |          |            |          |  |
|---------------------------------------|-------------------------------|-------------------------|---------------|---|--------------------|-----------|-------------|-----------|---|------------|----------|------------|----------|------------|----------|------------|----------|------------|----------|------------|----------|--|
| Dept of Military and Veterans Affairs | Hillsboro RC                  | 140 West Main St.       | Hillsboro     | 1 | Cummings Pwr Gen   | 100 GSGAA | Diesel      | Hillsboro | h | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  |  |
| Dept of Military and Veterans Affairs | Manchester RC                 | 1057 Canal St.          | Manchester    | 1 | Cummings Pwr Gen   | OSM 11-G4 | Diesel      | Hillsboro | h | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  |  |
| Dept of Military and Veterans Affairs | Hillard RC                    | 154 Osgood Rd           | Hillard       | 1 | Cummings Pwr Gen   | 100 GSGAA | Diesel      | Hillsboro | h | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  |  |
| Dept of Military and Veterans Affairs | North Army                    | 134 Daniel Webster Hwy. | North         | 1 | Cummings           | 100 GSGAA | Diesel      | Hillsboro | h | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  |  |
| DAS/Bureau Court Facilities           | Hillsborough Courthouse North | 300 Chestnut St         | Manchester    | 1 | Kohler             | 730 bb    | Diesel      | Hillsboro | h | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  |  |
| DAS/Bureau Court Facilities           | Westport Courthouse           | 4 Boscawen Lake Road    | Westport      | 1 | Kohler             | 40 107G   | Natural Gas | Hillsboro | h | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  |  |
| DAS/Bureau Court Facilities           | Hillsborough Courthouse South | 30 Spring Street        | North         | 1 | Caterpillar        | 720B      | Diesel      | Hillsboro | h | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  |  |
| DAS/Bureau Court Facilities           | Manchester Curcul Court       | 35 Amherst Street       | Manchester    | 1 | Kohler             | 200K003   | Natural Gas | Hillsboro | h | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  |  |
| DAS/Bureau Court Facilities           | Hillard 19th Circuit Court    | Meadowbrook Drive       | Hillard       | 1 | Kohler             | 180RED3   | LP          | Hillsboro | h | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  |  |
| DHS/DJS                               | SYSC                          | 1056 N River Rd         | Manchester    | 2 | Caterpillar        | 1CA/2456  | Diesel      | Hillsboro | h | \$1,000.00 | \$200.00 | \$1,000.00 | \$200.00 | \$1,000.00 | \$200.00 | \$1,000.00 | \$200.00 | \$1,000.00 | \$200.00 | \$1,000.00 | \$200.00 |  |
| DHS/DJS                               | SYSC                          | 1056 N River Rd         | Manchester    | 1 | Caterpillar        | 3412      | Diesel      | Hillsboro | h | \$425.00   | \$75.00  | \$425.00   | \$75.00  | \$425.00   | \$75.00  | \$425.00   | \$75.00  | \$425.00   | \$75.00  | \$425.00   | \$75.00  |  |
| DHS/DJS                               | SYSC                          | 1056 N River Rd         | Manchester    | 1 | Cat/Olympan        | CD-125    | Diesel      | Hillsboro | h | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  |  |
| DHS/DJS                               | SYSC                          | 1056 N River Rd         | Manchester    | 1 | Cat/Olympan        | CO078     | LP Gas      | Hillsboro | h | \$125.00   | \$25.00  | \$125.00   | \$25.00  | \$125.00   | \$25.00  | \$125.00   | \$25.00  | \$125.00   | \$25.00  | \$125.00   | \$25.00  |  |
| DHCR                                  | Hillier Park                  | 3 Timber Swamp Rd       | Petersborough | 1 | Kohler             | 3387C     | Diesel      | Hillsboro | h | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  | \$273.00   | \$25.00  |  |
| DOS State Police                      | Troop B                       | 16 East Point Dr        | Bedford       | 1 | Caterpillar 150 KW | D150P1    | Diesel      | Hillsboro | h | \$300.00   | \$25.00  | \$300.00   | \$25.00  | \$300.00   | \$25.00  | \$300.00   | \$25.00  | \$300.00   | \$25.00  | \$300.00   | \$25.00  |  |
| DOS State Police                      | Hillier Park                  | 1 Hillier Park Rd       | Petersborough | 1 | CAI G2035 30 KW    | E12140    | Diesel      | Hillsboro | h | \$273.00   | \$125.00 | \$273.00   | \$125.00 | \$273.00   | \$125.00 | \$273.00   | \$125.00 | \$273.00   | \$125.00 | \$273.00   | \$125.00 |  |

Contractor Initials   
 Date 11/14/2022



|  |                                   |                      |          |  |  |                   |               |          |            |         |            |         |            |         |          |
|--|-----------------------------------|----------------------|----------|--|--|-------------------|---------------|----------|------------|---------|------------|---------|------------|---------|----------|
| Dept. of Military and Veterans Affairs | Concord SMR                       | Building M           | Concord  |  | Kohler                                 | 180P001           | Diesel        | Marlboro | \$275.00   | \$75.00 | \$275.00   | \$75.00 | \$275.00   | \$75.00 | \$300.00 |
| Dept. of Military and Veterans Affairs | Franklin RC                       | 300 South Main St.   | Franklin |  | Cummings Per Gen                       | 100 G5GAA         | Diesel        | Marlboro | \$375.00   | \$75.00 | \$375.00   | \$75.00 | \$375.00   | \$75.00 | \$300.00 |
| Dept. of Military and Veterans Affairs | Pembroke RTI                      | Rt. 104              | Pembroke |  | Cummings Per Gen                       | GFLA1976 M        | Natural Gas   | Marlboro | \$275.00   | \$75.00 | \$275.00   | \$75.00 | \$275.00   | \$75.00 | \$300.00 |
| Dept. of Military and Veterans Affairs | Pembroke Dorm                     | Rt. 104              | Pembroke |  | Cummings Per Gen                       | GFJB1976 D6       | Natural Gas   | Marlboro | \$1,100.00 | \$25.00 | \$1,100.00 | \$25.00 | \$1,100.00 | \$25.00 | \$300.00 |
| Dept. of Military and Veterans Affairs | Pembroke RC                       | 722 Riverwood Dr     | Pembroke |  | Caterpillar Engine Model KCM1314.72 C1 | DG230G C 290KW    | Natural Gas   | Marlboro | \$375.00   | \$75.00 | \$375.00   | \$75.00 | \$375.00   | \$75.00 | \$300.00 |
| DHHS                                   | Polkman                           | 121 South Hill St.   | Concord  |  | Cummins                                | DC-08 15480578    | Diesel        | Marlboro | \$375.00   | \$75.00 | \$375.00   | \$75.00 | \$375.00   | \$75.00 | \$300.00 |
| DHHS                                   | Howard Recreation                 | 34 Clinton Street    | Concord  |  | Waukesha                               | 413 Series 1C78 J | Diesel        | Marlboro | \$375.00   | \$75.00 | \$375.00   | \$75.00 | \$375.00   | \$75.00 | \$300.00 |
| DAS/BEAM                               | Brown Building                    | 129 Pleasant St.     | Concord  |  | Caterpillar                            | 3418-350 KW       | DISEL/EROSION | Marlboro | \$475.00   | \$75.00 | \$475.00   | \$75.00 | \$475.00   | \$75.00 | \$300.00 |
| DAS/Bureau Court Facilities            | Concord District Court            | 32 Clinton St        | Concord  |  | Caterpillar                            | 3708              | Diesel        | Marlboro | \$375.00   | \$75.00 | \$375.00   | \$75.00 | \$375.00   | \$75.00 | \$300.00 |
| DAS/Bureau Court Facilities            | Marlboro County Superior Court    | 5 Court St           | Concord  |  | Caterpillar                            | 130/C15           | Diesel        | Marlboro | \$550.00   | \$75.00 | \$550.00   | \$75.00 | \$550.00   | \$75.00 | \$300.00 |
| Dept. of Corrections                   | NHSP/Men/Admin                    | 281 No. State Street | Concord  |  | Generac                                | SD175             | Diesel        | Marlboro | \$475.00   | \$75.00 | \$475.00   | \$75.00 | \$475.00   | \$75.00 | \$300.00 |
| Dept. of Corrections                   | NHSP/Men/Admin on Laundry CCU BPU | 281 No. State Street | Concord  |  | Caterpillar                            | 3412/A22 3460012  | Diesel        | Marlboro | \$475.00   | \$75.00 | \$475.00   | \$75.00 | \$475.00   | \$75.00 | \$300.00 |
| Dept. of Corrections                   | NHSP/Men/SHU                      | 281 No. State Street | Concord  |  | Generac                                | SD175             | Diesel        | Marlboro | \$375.00   | \$75.00 | \$375.00   | \$75.00 | \$375.00   | \$75.00 | \$300.00 |
| Dept. of Corrections                   | NHSP/Men/Work End House           | 281 No. State Street | Concord  |  | Caterpillar                            | D75P3761 4467     | Diesel        | Marlboro | \$275.00   | \$75.00 | \$275.00   | \$75.00 | \$275.00   | \$75.00 | \$300.00 |
| Dept. of Corrections                   | NHSP/Men/Industries               | 281 No. State Street | Concord  |  | Caterpillar                            | D330/SH 4218      | Diesel        | Marlboro | \$275.00   | \$75.00 | \$275.00   | \$75.00 | \$275.00   | \$75.00 | \$300.00 |

Contractor Initials   
 Date 7/11/2002

|                      |   |                      |          |                      |                               |              |          |          |          |          |          |          |          |          |          |
|----------------------|---|----------------------|----------|----------------------|-------------------------------|--------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Dept. of Corrections | MSF/Man/Bole Room                                   | 281 No. State Street | Concord  | Caterpillar          | 3412524                       | Diesel       | Marlboro | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 |
| Dept. of Corrections | NHSP/Man/Bole                                       | 3 McCune Street      | Concord  | Kohler               | 100FC117                      | Diesel       | Marlboro | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 |
| Dept. of Corrections | NHSP/Man/Bole Building                              | 281 No. State Street | Concord  | Caterpillar          | 3708/708 897                  | Diesel       | Marlboro | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 |
| Dept. of Corrections | NHSP/Women's Prison                                 | 42 Hamster Road      | Concord  | Cummins              | 7500C8                        | Diesel       | Marlboro | \$190.00 | \$190.00 | \$190.00 | \$190.00 | \$190.00 | \$190.00 | \$190.00 | \$190.00 |
| DCS - FST&MS         | NH Pte Academy                                      | 78 Smalley Bear Blvd | Concord  | Kohler               | 300Feed MA-14273              | Diesel       | Marlboro | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 |
| DCS - FST&MS         | NH Pte Academy                                      | 78 Smalley Bear Blvd | Concord  | Kohler               | 150Feed MA-14275              | Diesel       | Marlboro | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 |
| DOS State Police     | Trapp D   | 137 Iron Works Rd    | Concord  | Caterpillar          | 150 kW                        | D130P1       | Diesel   | Marlboro | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 |
| DOS State Police     | Radio Communication                                 | 39 Hazen Dr          | Concord  | Kohler 40 kW         | 40                            | PEOLIC       | Diesel   | Marlboro | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 |
| DOS State Police     | Oak Hill Tower                                      | Oak Hill Road        | Loudon   | CAT 320F35 20 kW     | E12143                        | Propane      | Marlboro | \$195.00 | \$195.00 | \$195.00 | \$195.00 | \$195.00 | \$195.00 | \$195.00 | \$195.00 |
| DOT - Traffic        | IAOH Office   | 18 Smalley Bear Blvd | Concord  | Kohler               | 125REOL                       | Diesel       | Marlboro | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 |
| DOT - Tumpkins       | Hooksett Main Tol                                   | M3                   | Hooksett | Caterpillar          | D100-6/100kW/208 Volt/3 Phase | Diesel       | Marlboro | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 |
| DOT - Tumpkins       | Hooksett Side Tol                                   | Hooksett Hill Road   | Hooksett | Caterpillar          | D100-6/100kW/208 Volt/3 Phase | Propane      | Marlboro | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 |
| DOT - Tumpkins       | Tumpkins Admin Building - Trailer Mounted Generator | 34 Hooksett Hill Rd. | Hooksett | Taylor Power Systems | 100 kW/208 Volt/3 Phase       | Diesel       | Marlboro | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 |
| DOT - Tumpkins       | Tumpkins Admin Building                             | 34 Hooksett Hill Rd. | Hooksett | Kohler               | 100kW                         | Marlboro Gen | Marlboro | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 |

Contractor Initials **SS**  
Date **11/14/08**

|                                |  |                      |            |  |             |                   |                      |         |            |          |            |          |            |          |            |
|--------------------------------|--|----------------------|------------|--|-------------|-------------------|----------------------|---------|------------|----------|------------|----------|------------|----------|------------|
| NH State Liquor Store # 64     | Interstate 93 Northbound                 | Hoosick Serve Area   | Washett    |  | Caterpillar | C15               | Diesel               | Marinac | \$275.00   | \$25.00  | \$250.00   | \$25.00  | \$275.00   | \$25.00  | \$250.00   |
| NH State Liquor Store # 67     | Interstate 93 Southbound                 | Hoosick Serve Area   | Washett    |  | Caterpillar | C15               | Diesel               | Marinac | \$275.00   | \$25.00  | \$250.00   | \$25.00  | \$275.00   | \$25.00  | \$250.00   |
| DOT Fuel Distribution          | Fuel Site 55                             | 57 Hazen Dr.         | Concord    |  | Kohler      | 20RE07J C         | Diesel               | Marinac | \$225.00   | \$25.00  | \$200.00   | \$25.00  | \$225.00   | \$25.00  | \$200.00   |
| DOT District 7                 | PS 214-New London                        | 63 Old Dump Rd       | New London |  | Kohler 2007 | 25 kw             | Internal Diesel Tank | Marinac | \$275.00   | \$25.00  | \$250.00   | \$25.00  | \$275.00   | \$25.00  | \$250.00   |
| DOT District 5                 | PS 526 Warner                            | 33 Warner Road       | Warner     |  | John Deere  | 14182012 U10R3    | Diesel               | Marinac | \$250.00   | \$25.00  | \$225.00   | \$25.00  | \$250.00   | \$25.00  | \$225.00   |
| DOT District 2                 | PS 210-Andover                           | 17 Switch Rd.        | Andover    |  | Kohler      | 20RE1JC           | Diesel               | Marinac | \$225.00   | \$25.00  | \$200.00   | \$25.00  | \$225.00   | \$25.00  | \$200.00   |
| DOT District 2                 | PS 211-Franklin                          | 38 Salisbury Rd.     | Franklin   |  | Kohler      | 20RE1JC           | Diesel               | Marinac | \$225.00   | \$25.00  | \$200.00   | \$25.00  | \$225.00   | \$25.00  | \$200.00   |
| DOT-TSMO                       | Bureau 56                                | South Bow Rd         | Bow        |  | Siemens     | BCW               | LP                   | Marinac | \$100.00   | \$25.00  | \$75.00    | \$25.00  | \$100.00   | \$25.00  | \$75.00    |
| DWCP                           | Warehouse Bear Brook State Pt.           | 3 RED Circle         | Allenstown |  | Kohler      | 40 RECLJC standby | Propane              | Marinac | \$225.00   | \$25.00  | \$200.00   | \$25.00  | \$225.00   | \$25.00  | \$200.00   |
| DOT District 5                 | PS 525-Contebury                         | 123 West Rd.         | Contebury  |  | Kohler      | 20RE07J C         | Diesel               | Marinac | \$225.00   | \$25.00  | \$200.00   | \$25.00  | \$225.00   | \$25.00  | \$200.00   |
| DWCP                           | Main Office                              | 172 Pentlake Rd      | Concord    |  | Olympan     | D150 P1           | Diesel               | Marinac | \$275.00   | \$25.00  | \$250.00   | \$25.00  | \$275.00   | \$25.00  | \$250.00   |
| DWCP                           | Summit of Keenega Mt                     | Keenega Rd           | Wilton     |  | Col/Olymp   | G40LG             | LP                   | Marinac | \$300.00   | \$25.00  | \$275.00   | \$25.00  | \$300.00   | \$25.00  | \$275.00   |
| NH Depart of Revenue           | Medical and Surgical bldg                | 109 Pleasant St      | Concord    |  | Cummins     | QSB7-G3 150 CW    | Diesel               | Marinac | \$275.00   | \$25.00  | \$250.00   | \$25.00  | \$275.00   | \$25.00  | \$250.00   |
| NH Employment Security         | TOBEY BUILDING                           | 45 SOUTH FEUR STREET | Concord    |  | Caterpillar | 8005              | Diesel               | Marinac | \$1,293.00 | \$125.00 | \$1,168.00 | \$125.00 | \$1,293.00 | \$125.00 | \$1,168.00 |
| NH Lottery Commission          |  | 11 Integra Dr        | Concord    |  | Onan        | 43EM              | LP                   | Marinac | \$225.00   | \$25.00  | \$200.00   | \$25.00  | \$225.00   | \$25.00  | \$200.00   |
| NH Police Standards & Training | Arthur O. Cahoon Training Fac. & Complex | 17 Institute Drive   | Concord    |  | Caterpillar | C15/ADS 300kw     | Diesel               | Marinac | \$225.00   | \$25.00  | \$200.00   | \$25.00  | \$225.00   | \$25.00  | \$200.00   |

Contractor Initials   
 Date 7/19/2022

|  |   |                     |         |   |              |               |             |         |            |          |            |          |            |          |            |
|--|---|---------------------|---------|---|--------------|---------------|-------------|---------|------------|----------|------------|----------|------------|----------|------------|
| NH Police Standards & Training             | Arthur D. Kehring Training Fac & Campus       | 17 Institute Drive  | Concord | 1 | Caterpillar  | C15R04 350kw  | Diesel      | Merriam | \$175.00   | \$75.00  | \$175.00   | \$75.00  | \$175.00   | \$75.00  | \$175.00   |
| NH State Liquor Commission                 | Head quarter                                  | State St            | Concord | 1 | Caterpillar  | 324           | Diesel      | Merriam | \$125.00   | \$75.00  | \$125.00   | \$75.00  | \$125.00   | \$75.00  | \$125.00   |
| NH State Liquor Commission                 | Maintenance                                   | Stikely Ave         | Concord | 2 | Deere (John) | 670M (D-13)   | Diesel      | Merriam | \$200.00   | \$200.00 | \$200.00   | \$200.00 | \$200.00   | \$200.00 | \$200.00   |
| NH State Liquor Commission                 | Liquor Enforcement RV                         | 50 State Street     | Concord | 1 | PowerTech    | PT251         | Gasoline    |         | \$275.00   | \$75.00  | \$275.00   | \$75.00  | \$275.00   | \$75.00  | \$275.00   |
| These Locations Priced Without ATE Testing |   |                     |         |   |              |               |             |         |            |          |            |          |            |          |            |
| DAS General Services                       | ROC   | 110 Smoke Bear Blvd | Concord | 1 | Caterpillar  | 3112C         | Diesel      | Merriam | \$770.00   | \$75.00  | \$770.00   | \$75.00  | \$770.00   | \$75.00  | \$770.00   |
| DAS General Services                       | Dept. of Agriculture Disease Response Trailer |                     | Concord | 1 | Parler Cable | BSY800-1      | Gasoline    | Merriam | \$200.00   | \$75.00  | \$200.00   | \$75.00  | \$200.00   | \$75.00  | \$200.00   |
| DAS General Services                       | Downtown Boiler Plant                         |                     | Concord | 1 | Kohler       | KG50          | Natural Gas | Merriam | \$325.00   | \$75.00  | \$325.00   | \$75.00  | \$325.00   | \$75.00  | \$325.00   |
| DAS General Services                       | Surplus Warehouse                             | 12 Hill Ave         | Concord | 1 | Kohler       | 150REOX       | Diesel      | Merriam | \$775.00   | \$75.00  | \$775.00   | \$75.00  | \$775.00   | \$75.00  | \$775.00   |
| DAS General Services                       | Division of Motor Vehicle                     | 23 Hazen Dr.        | Concord | 1 | Kohler       | 100REOX       | Diesel      | Merriam | \$475.00   | \$75.00  | \$475.00   | \$75.00  | \$475.00   | \$75.00  | \$475.00   |
| DAS General Services                       | State House Annex                             | 25 Capital St       | Concord | 1 | Cummins      | 6GLA          | Natural Gas | Merriam | \$275.00   | \$75.00  | \$275.00   | \$75.00  | \$275.00   | \$75.00  | \$275.00   |
| DAS General Services                       | Health @ Welfare Building                     | 27 Hazen Dr.        | Concord | 1 | Cummins      | 300FDR50 13CC | Diesel      | Merriam | \$250.00   | \$75.00  | \$250.00   | \$75.00  | \$250.00   | \$75.00  | \$250.00   |
| DAS General Services                       | Health @ Welfare Building                     | 27 Hazen Dr.        | Concord | 1 | Caterpillar  | 324           | Diesel      | Merriam | \$475.00   | \$75.00  | \$475.00   | \$75.00  | \$475.00   | \$75.00  | \$475.00   |
| DAS General Services                       | Health @ Welfare Building                     | 29 Hazen Dr.        | Concord | 1 | Cummins      | 300FDR50 13P  | Diesel      | Merriam | \$325.00   | \$75.00  | \$325.00   | \$75.00  | \$325.00   | \$75.00  | \$325.00   |
| DAS General Services                       | Health @ Welfare Building                     | 29 Hazen Dr.        | Concord | 1 | Caterpillar  | 324-18        | Diesel      | Merriam | \$1,250.00 | \$75.00  | \$1,250.00 | \$75.00  | \$1,250.00 | \$75.00  | \$1,250.00 |
| DAS General Services                       | Dept. of Safety                               | 33 Hazen Dr.        | Concord | 1 | Kohler       | 300bead       | Diesel      | Merriam | \$275.00   | \$75.00  | \$275.00   | \$75.00  | \$275.00   | \$75.00  | \$275.00   |

|                             |                              |                      |            |  |             |                     |          |            |            |         |         |         |         |         |         |
|-----------------------------|------------------------------|----------------------|------------|--|-------------|---------------------|----------|------------|------------|---------|---------|---------|---------|---------|---------|
| DAS General Services        | Legislative Office Building  | 33 North State St    | Concord    |  | Kohler      | 6REO1 C             | Diesel   | Marion     | 1275.00    | 195.00  | 1275.00 | 195.00  | 1275.00 | 195.00  | 1200.00 |
| DAS General Services        | Metrolink & Esplanade        | 1 Hazen Dr           | Concord    |  | Olympian    | D1561               | Diesel   | Marion     | 1350.00    | 195.00  | 1350.00 | 195.00  | 1350.00 | 195.00  | 1350.00 |
| DAS General Services        | John O. Martin               | 7 Hazen Dr           | Concord    |  | Caterpillar | 3468TA              | Diesel   | Marion     | 1350.00    | 195.00  | 1350.00 | 195.00  | 1350.00 | 195.00  | 1300.00 |
| DAS General Services        | DOT Mechanical Services      | 33 Smiley Bear Blvd  | Concord    |  | Cummins     | 3300D/C             | Diesel   | Marion     | 1495.00    | 195.00  | 1495.00 | 195.00  | 1495.00 | 195.00  | 1300.00 |
| DAS General Services        | Johnson Hall                 | 107 Pleasant St      | Concord    |  | Onan        | 75,00V8-1SR/2004 2A | DIESEL   | Marion     | 1295.00    | 195.00  | 1295.00 | 195.00  | 1295.00 | 195.00  | 1300.00 |
| Marion County               |                              |                      |            |  |             |                     |          |            |            |         |         |         |         |         |         |
| DAS/Bureau Court Facilities | Rockingham County Courthouse | 10 Route 125         | Brentwood  |  | Caterpillar | Cal 374             | Diesel   | Rockingham | 1400.00    | 195.00  | 1400.00 | 195.00  | 1400.00 | 195.00  | 1300.00 |
| DAS/Bureau Court Facilities | Rockingham County Courthouse | 10 Route 125         | Brentwood  |  | Cummins     | P6 Pump 68TA        | Diesel   | Rockingham | 1400.00    | 195.00  | 1400.00 | 195.00  | 1400.00 | 195.00  | 1300.00 |
| DES                         | Wagner NB                    | Wagner NB Rd         | Derry      |  | Olympian    | G20                 | Diesel   | Rockingham | 1250.00    | 195.00  | 1250.00 | 195.00  | 1250.00 | 195.00  | 1100.00 |
| DES                         | Pease Tradeport              |                      | Portsmouth |  | Generac     | 91A02854-5          | Cal 3708 | Diesel     | Rockingham | 1395.00 | 195.00  | 1395.00 | 195.00  | 1395.00 | 1300.00 |
| DOT District 3              | PS 309-Condo                 | 374 Old Condo Road   | Condit     |  | Kohler      | 20REO1/B            | Diesel   | Rockingham | 1250.00    | 195.00  | 1250.00 | 195.00  | 1250.00 | 195.00  | 1100.00 |
| DOT District 3              | PS 514-Salem                 | 54 Shadow Lake Road  | Salem      |  | Cummins     | C20 N4              | Propane  | Rockingham | 1325.00    | 195.00  | 1325.00 | 195.00  | 1325.00 | 195.00  | 1200.00 |
| DOT District 3              | PS 528-Derry                 | 59 Kendall Pond Road | Derry      |  | Kohler      | 20REO1/B            | Propane  | Rockingham | 1375.00    | 195.00  | 1375.00 | 195.00  | 1375.00 | 195.00  | 1200.00 |
| DOT State Police            | Troop 5                      | 315 Colebury         | Epping     |  | Kohler      | 20REO1/B            | Diesel   | Rockingham | 1395.00    | 195.00  | 1395.00 | 195.00  | 1395.00 | 195.00  | 1200.00 |
| DOT District 4              | PS 406 Epping                | 73 Old Heading Road  | Epping     |  | Kohler      | 20REO1/C            | Diesel   | Rockingham | 1395.00    | 195.00  | 1395.00 | 195.00  | 1395.00 | 195.00  | 1200.00 |
| DOT District 6              | PS 40 Northwood              | 119 The NH Turnpike  | Northwood  |  | Kohler      | 20REO1/C            | Diesel   | Rockingham | 1325.00    | 195.00  | 1325.00 | 195.00  | 1325.00 | 195.00  | 1200.00 |
| DOT District 6              | PS 611 Kingston              | 43 Hill Road         | Kingston   |  | Kohler      | 20REO1/C            | Diesel   | Rockingham | 1325.00    | 195.00  | 1325.00 | 195.00  | 1325.00 | 195.00  | 1200.00 |

Contractor Initials

Date

  
 7/14/2008

|                            |                          |   |            |                    |                               |            |            |          |         |          |         |          |         |          |         |          |
|----------------------------|--------------------------|---|------------|--------------------|-------------------------------|------------|------------|----------|---------|----------|---------|----------|---------|----------|---------|----------|
| DOT                        | Bridge Maintenance       | Sargh Mill Pond Long Bridge South Side  | Portsmouth | Caterpillar        | C115 Genset 300               | Diesel     | Rockingham | \$95.00  | \$95.00 | \$895.00 | \$95.00 | \$895.00 | \$95.00 | \$895.00 | \$95.00 | \$895.00 |
| DOT                        | Bridge Maintenance       | Memorial Bridge South Side              | Portsmouth | Caterpillar        | C3406                         | Diesel     | Rockingham | \$495.00 | \$95.00 | \$495.00 | \$95.00 | \$495.00 | \$95.00 | \$495.00 | \$95.00 | \$495.00 |
| DOT                        | Bridge Maintenance       | Hampton River Bridge, Rt 1A, North Side | Hampton    | International      | CAD Gen 12, 3000 Genset 135 m | Marine Gas | Rockingham | \$395.00 | \$95.00 | \$395.00 | \$95.00 | \$395.00 | \$95.00 | \$395.00 | \$95.00 | \$395.00 |
| DOT Turnpike               | Hampton Maintenance      | Liberty Lane                            | Hampton    | Caterpillar        | 660-45/60 kW/208 Volt/3 Phase | Diesel     | Rockingham | \$325.00 | \$95.00 | \$325.00 | \$95.00 | \$325.00 | \$95.00 | \$325.00 | \$95.00 | \$325.00 |
| DOT Turnpike               | Hampton State Road       | Rte 101 to I-95 Exit/Ramp               | Hampton    | Caterpillar        | 100 kW/240 Vac/3 Phase        | Diesel     | Rockingham | \$395.00 | \$95.00 | \$395.00 | \$95.00 | \$395.00 | \$95.00 | \$395.00 | \$95.00 | \$395.00 |
| DOT Turnpike               | Hampton Main Rd          | 195 Northbound                          | Hampton    | Caterpillar        | 150 kW/240 Vac/3 Phase        | Diesel     | Rockingham | \$395.00 | \$95.00 | \$395.00 | \$95.00 | \$395.00 | \$95.00 | \$395.00 | \$95.00 | \$395.00 |
| DOT Highways               | Rte 101                  | Exit 11 Signal                          | Hampton    | Exel               | 12RE1                         | LP         | Rockingham | \$100.00 | \$30.00 | \$100.00 | \$30.00 | \$100.00 | \$30.00 | \$100.00 | \$30.00 | \$100.00 |
| DOT-ESMO                   | Bureau St                | Hobbs HS Water Tank at Point            | Portsmouth | Exel               | 10kW RESV                     | LP         | Rockingham | \$100.00 | \$30.00 | \$100.00 | \$30.00 | \$100.00 | \$30.00 | \$100.00 | \$30.00 | \$100.00 |
| DAS Court                  | Hampton Court Courthouse | 3 Timber Swamp Rd                       | Hampton    | Exel Power Systems | 17403PH                       | Diesel     | Rockingham | \$795.00 | \$95.00 | \$795.00 | \$95.00 | \$795.00 | \$95.00 | \$795.00 | \$95.00 | \$795.00 |
| DHCR                       | Seabrook Welcome Center  | 195                                     | Seabrook   | Caterpillar        | 1100kW/740 V/3 Phase          | Diesel     | Rockingham | \$395.00 | \$95.00 | \$395.00 | \$95.00 | \$395.00 | \$95.00 | \$395.00 | \$95.00 | \$395.00 |
| DHCR Division of Parks     | Wells Sands State Beach  | 1000 Ocean Blvd                         | Rye        | Exel               | 112PH                         | Propane    | Rockingham | \$100.00 | \$30.00 | \$100.00 | \$30.00 | \$100.00 | \$30.00 | \$100.00 | \$30.00 | \$100.00 |
| NH State Liquor Commission | Store #76                | 195 North                               | Hampton    | Caterpillar        | 12                            | Diesel     | Rockingham | \$395.00 | \$95.00 | \$395.00 | \$95.00 | \$395.00 | \$95.00 | \$395.00 | \$95.00 | \$395.00 |
| NH State Liquor Commission | Store #73                | 195 South                               | Hampton    | Caterpillar        | 17007763                      | Diesel     | Rockingham | \$395.00 | \$95.00 | \$395.00 | \$95.00 | \$395.00 | \$95.00 | \$395.00 | \$95.00 | \$395.00 |
| NH State Liquor Commission | Store #38                | Portsmouth Traffic Circle               | Portsmouth | Exel               | 1100201                       | LP         | Rockingham | \$435.00 | \$95.00 | \$435.00 | \$95.00 | \$435.00 | \$95.00 | \$435.00 | \$95.00 | \$435.00 |

Contractor Initials

Date

SS  
7/11/2002

| Seacoast Science Center                | Offshore Point State Park | PO Box 604, Route 1A                |                 |  | Olympian         | 675 F34                       | Propane | Rochingham | \$1.00   | \$1.00   | \$1.00   | \$1.00   | \$1.00   | \$1.00   |          |
|--|---------------------------|-------------------------------------|-----------------|--|------------------|-------------------------------|---------|------------|----------|----------|----------|----------|----------|----------|----------|
| Rochester County                       |                           |                                     |                 |  |                  |                               |         |            |          |          |          |          |          |          |          |
| Dept. of Military and Veterans Affairs | Rochester RC              | 106 Brock St.                       | Rochester       |  | Cummins          | 100 G30AA                     | Diesel  | Stafford   | \$395.00 | \$95.00  | \$395.00 | \$95.00  | \$395.00 | \$95.00  | \$300.00 |
| Dept. of Military and Veterans Affairs | Perthmouth EC             | 803 McGea Drive                     | Perthmouth      |  | Kohler           | 100REOU                       | Diesel  | Stafford   | \$395.00 | \$95.00  | \$395.00 | \$95.00  | \$395.00 | \$95.00  | \$300.00 |
| Dept. of Military and Veterans Affairs | Mill National Guard       | Route 176                           | Stafford        |  | Col Olympian     | G100LG2                       | Propane | Stafford   | \$325.00 | \$95.00  | \$325.00 | \$95.00  | \$325.00 | \$95.00  | \$300.00 |
| Dept. of Military and Veterans Affairs | Stafford Training Site    | 11 Academy Ave., Dining Hall Bldg 5 | Center Stafford |  | Kohler           | 100KW                         | Propane | Stafford   | \$325.00 | \$95.00  | \$325.00 | \$95.00  | \$325.00 | \$95.00  | \$300.00 |
| Dept. of Military and Veterans Affairs | Stafford Training Site    | Admin                               | Center Stafford |  | Col Olympian     | G100LG2                       | Propane | Stafford   | \$325.00 | \$95.00  | \$325.00 | \$95.00  | \$325.00 | \$95.00  | \$300.00 |
| OAS/Bureau Court Facilities            | Dover District Court      | 25 St. Thomas St                    | Dover           |  | Olympian         | D20P5                         | Diesel  | Stafford   | \$225.00 | \$95.00  | \$225.00 | \$95.00  | \$225.00 | \$95.00  | \$100.00 |
| OAS/Bureau Court Facilities            | Rochester Courthouse      | 74 No. Main Street                  | Rochester       |  | Kohler           | 14/DRES                       | NG      | Stafford   | \$100.00 | \$95.00  | \$100.00 | \$95.00  | \$100.00 | \$95.00  | \$100.00 |
| Department Safety                      | DMV                       | 50 Boston Harbor                    | Dover           |  | Kohler           |                               | Diesel  | Stafford   | \$200.00 | \$95.00  | \$200.00 | \$95.00  | \$200.00 | \$95.00  | \$100.00 |
| DOJ State Police                       | Blue Job                  |                                     | Farmington      |  | CAI G20P35 20 KW | E121690                       | Propane | Stafford   | \$395.00 | \$195.00 | \$395.00 | \$195.00 | \$395.00 | \$195.00 | \$100.00 |
| DOI - Tumpkes                          | Dover Toll                | Spaulding Turnpike                  | Dover           |  | Caterpillar      | D6G-55/60KW/240 Volts/3-Phase | Diesel  | Stafford   | \$375.00 | \$95.00  | \$375.00 | \$95.00  | \$375.00 | \$95.00  | \$300.00 |
| DOI - Tumpkes                          | Dover Maintenance         | M5                                  | Dover           |  | Caterpillar      | D6G-55/60KW/240 Volts/3-Phase | Diesel  | Stafford   | \$375.00 | \$95.00  | \$375.00 | \$95.00  | \$375.00 | \$95.00  | \$300.00 |
| DOI - Tumpkes                          | Rochester Toll            | Spaulding Turnpike                  | Rochester       |  | Caterpillar      | D6G-55/60KW/240 Volts/3-Phase | Diesel  | Stafford   | \$375.00 | \$95.00  | \$375.00 | \$95.00  | \$375.00 | \$95.00  | \$300.00 |

Contractor Initials   
Date 7/14/2022

|                        |                       |   |             |    |               |                                    |             |          |          |         |          |         |          |         |          |
|------------------------|-----------------------|---|-------------|----|---------------|------------------------------------|-------------|----------|----------|---------|----------|---------|----------|---------|----------|
| DOI - Bureau of        | Rochester Maintenance | EL 16 (Spaulding (pk.) 207 Connector (Bul. 18. 000) | Procter     |    | Kohler 125 CW | 1 SOBETG C/135 RW/208 Vals/3 Photo | Natural Gas | Shafford | \$395.00 | \$95.00 | \$395.00 | \$75.00 | \$295.00 | \$95.00 | \$300.00 |
| DOI District 4         | District 4 Office     | 271 Main Street                                     | Durham      | 11 | Kohler        | 12.5 BH 42                         | Propane     | Shafford | \$100.00 | \$30.00 | \$100.00 | \$30.00 | \$100.00 | \$30.00 | \$100.00 |
| DOI District 4         | PS 407 Shafford       | 1011 Parker Mill Rd                                 | Shafford    |    | Kohler        | 208EOL1 C                          | Diesel      | Shafford | \$195.00 | \$95.00 | \$195.00 | \$95.00 | \$195.00 | \$95.00 | \$200.00 |
| NH Employment Security | 1045                  | 3 Marsh Brook Drive                                 | Somersworth | 1  | Kohler        | 100kw/RE Q2/E                      | Diesel      | Shafford | \$325.00 | \$95.00 | \$325.00 | \$95.00 | \$325.00 | \$95.00 | \$300.00 |
| Shafford County        |                       |   |             |    |               |                                    |             |          |          |         |          |         |          |         |          |

### 3. INVOICE

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

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

### 4. PAYMENT

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

Contractor Initials

Date



11/4/2020

**EXHIBIT D**

RFB #2633-22 is incorporated here within.

Contractor Initials   
Date 7/14/2022

**EXHIBIT E**

Contractor's bid is incorporated here within

Contractor Initials   
Date 7/19/2008

**State of New Hampshire**  
**Department of State**

**CERTIFICATE**

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TRI STATE GENERATORS LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 10, 2014. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 705603

Certificate Number: 0005828255



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed

the Seal of the State of New Hampshire,

this 13th day of July A.D. 2022.

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

David M. Scanlan

Secretary of State

**CERTIFICATE OF AUTHORITY/VOTE**  
(Limited Liability Company)

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

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

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

  
(Contract Signatory - Signature)

07/14/2022  
(Date)

STATE OF New Hampshire

COUNTY OF Rockingham

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

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

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

(NOTARY SEAL)

  
(Notary Public / Justice of the Peace - Signature)

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/5/2022

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

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

|                          |  |  |                                      |
|--------------------------|--|--|--------------------------------------|
| <b>PRODUCER</b>          |  | <b>CONTACT NAME:</b> Christine Holman, CPCU, CIC |                                      |
| THE ROWLEY AGENCY INC.   |  | <b>PHONE (A/C No. Ext.):</b> (603) 224-2562      | <b>FAX (A/C No.):</b> (603) 224-6612 |
| 45 Constitution Avenue   |  | <b>EMAIL ADDRESS:</b> cholman@rowleyagency.com   |                                      |
| P.O. Box 511             |  | <b>INSURER(S) AFFORDING COVERAGE</b>             |                                      |
| Concord NH 03302-0511    |  | <b>INSURER A:</b> Cincinnati Ins                 |                                      |
| <b>INSURED</b>           |  | <b>INSURER B:</b> Travelers Insurance Co. 0060   |                                      |
| Tri State Generators LLC |  | <b>INSURER C:</b> Liberty Mutual                 |                                      |
| 18 Route 27              |  | <b>INSURER D:</b>                                |                                      |
| Brentwood NH 03833       |  | <b>INSURER E:</b>                                |                                      |
|                          |  | <b>INSURER F:</b>                                |                                      |

**COVERAGES**

CERTIFICATE NUMBER: 21-22 all lines

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE   | ADDITIONAL INSURER | POLICY NUMBER                                       | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|--------------------|---|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GENL AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |                    | CS00140859  | 10/10/2021              | 10/10/2022              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPOPPAGG \$ 2,000,000<br>\$ |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  |                    | CSA0354844  | 10/10/2021              | 10/10/2022              | COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$   |                    |   |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$  |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   | Y/N                | WCD-318-62328U-010                                  | 10/10/2021              | 10/10/2022              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER  |
| C        | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y                  | 3A States: MA<br>6JUB-3N181V7-2-2U<br>3A States: NH | 10/10/2021              | 10/10/2022              | E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000  |

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

covering generator sales and service

Scott &amp; Rebecca Scherbon are excluded under the work comp policies referenced above.

**CERTIFICATE HOLDER****CANCELLATION**

|  |  |
|--|--|
| State of NH, Dept of Admin Services<br>Bureau of Purchase & Property<br>25 Capitol Street, Room 102<br>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.<br><br>AUTHORIZED REPRESENTATIVE<br>C Holman, CPCU, CIC/C <i>Christine Holman</i> |
|--|--|

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