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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

December 20, 2024

Her Excellency, Governor Kelly A. Ayotte
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 two generators no longer under manufacturer's warranty with no change to the price limitation of \$600,000.00, 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 August 7, 2024, item #5M.

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, October 18, 2023, item #5(D), June 12, 2024, item #115, and on August 7, 2024, item #5M.

The Department of Transportation has requested to add two generators to the contract (Contract #8003127) with Tri State Generators LLC. for maintenance services. The generators 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 these generators.

Numerous agencies across New Hampshire utilize generators for continuous power during outages, supporting their infrastructures. Hospitals, data centers and emergency services remain operational with the use of these generators. Without proper maintenance, these generators will not be able to perform at the levels required which could propose loss of operation of State agencies.

The current price limitation of this contract is \$600,000.00 with a spend to date of \$442,595.51. The \$600,000.00 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	\$600,000.00
Current spend against contract	\$442,595.51
Current limitation remaining balance	\$157,404.49
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			
					\$600,000.00	Price Limitation
2022	\$47,564.39	\$3,083.95	\$50,648.34	9/1/2022	\$147,531.84	Average Year Spend
2023	\$160,485.04	\$15,734.31	\$176,219.35		\$442,595.51	Total spend
2024	\$193,317.37	\$22,410.45	\$215,727.82	4-Nov	\$157,404.49	Remaining Balance
2025	\$0.00	\$0.00	\$0.00	8/31/2025		
Totals	\$401,366.80	\$41,228.71	\$442,595.51			



**FIFTH 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 Fifth Amendment (hereinafter referred to as the "Amendment"), dated this 15th day of November 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 an agreement effective September 1, 2022, amended by the First Amendment on February 22, 2023, amended by the Second Amendment on October 18, 2023, amended by the Third Amendment on June 12, 2024, amended by the Fourth Amendment on August 7, 2024 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 2 generators to the existing contract for the following pricing structure, effective upon Governor and Executive Council approval, through August 31, 2025:

Agency	Facility Name	Address	Town	Qty	Generator MFR	Model #	Fuel Source	County	Major PM Rate (Sept 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 Fuel Distribution	PS 513	825 Raymond Rd.	Chester	1	Kohler	KG60	LP	Merrimack	N/A	N/A	\$325.00	\$95.00	\$200.00 w/PM
DOT	Bureau of TSMO	Indian Brook Road	Dover	1	Kohler	10RESV	Diesel	Strafford	N/A	N/A	\$100.00	\$50.00	\$50.00 w/PM

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, amended on October 18, 2023, item #5(D), amended on June 12, 2024, item #115; and amended on August 7, 2024 shall remain in full force and effect.

Contractor Initials: CS

Date: 11/15/2024

TRI STATE GENERATORS LLC

By: *Scott Scherbon, Jr.*
Scott Scherbon, Jr.
(Print Name)

Title: President / Owner

Date: November 15, 2024

STATE OF NEW HAMPSHIRE

By: *Charles M. Arlinghaus*
Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 11-21-24

OFFICE OF THE ATTORNEY GENERAL

By: *Duncan A. Edgar*
Duncan A. Edgar
(Print Name)

Title: Assistant Attorney General

Date: December 2, 2024

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

Signed: _____
(Print Name)

Title: _____

Contractor Initials: *SS*

Date: 11/15/2024

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 "D. Scanlan", is written over a faint circular stamp.

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)

November 5, 2024
(Date)

STATE OF New Hampshire

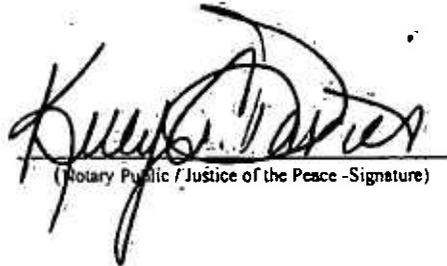
COUNTY OF Rockingham

On this the 5th day of November 20 24, 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 5/6/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/2/2024

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).

PRODUCER THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511		CONTACT NAME: Christine Holman, CPCU, CIC PHONE (A/C No. Ext): (603) 224-2562 FAX (A/C No.): (603) 224-8012 E-MAIL ADDRESS: christine.holman@ajg.com	
INSURED Tri State Generators LLC 18 Route 27 Brentwood NH 03833		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Ins INSURER B: Travelers Insurance Co INSURER C: Liberty Mutual INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 24-25 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	ADRC NSD	BUER LWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CS00140859	10/10/2024	10/10/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ESA0554844	10/10/2024	10/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NC9-318-625240-014	10/10/2024	10/10/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000
C				6JUM-0N1919-2-24	10/10/2024	10/10/2025	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

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

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

C Holman, CPCU, CIC/C

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State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street
Concord, New Hampshire 03301
(603) 271-3201 Office@das.nh.gov

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mac

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

August 7, 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 four generators 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 June 12, 2024, item #115.

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, October 18, 2023, item #5(D); and on June 12, 2024, item #115.

The Department of Health and Human Services and the Department of Administrative Services has requested to add two generators, each, to the contract (Contract #8003127) with Tri State Generators LLC. for maintenance services. The generators 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 these four generators.

The current price limitation of this contract is \$600,000 with a spend to date of \$366,574.49. 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	\$600,000.00
Current spend against contract	\$366,574.49
Current limitation remaining balance	\$233,425.51
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	\$50,648.34	9/1/2022	\$600,000.00	Price Limitation
2023	\$160,485.04	\$15,734.31	\$176,219.35		\$122,191.50	Average Year Spend
2024	\$133,680.16	\$6,026.64	\$139,706.80	18-Jun	\$366,574.49	Total spend
2025	\$0.00	\$0.00	\$0.00	8/31/2025	\$233,425.51	Remaining Balance
Totals	\$341,729.59	\$24,844.90	\$366,574.49			



**FOURTH 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 Fourth Amendment (hereinafter referred to as the "Amendment"), dated this 8th day of July 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 an agreement effective September 1, 2022, amended by the First Amendment on February 22, 2023, amended by the Second Amendment on October 18, 2023, amended by the Third Amendment on June 12, 2024 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 four generators 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 2023- Aug 2025
ADD:													
DMHS	Forensic Stabilization Center NH Hospital	36 Clinton St	Concord	1	Kohler	KD1000	Natural Gas	Merrimack	\$1,850.00	\$195.00	\$1,850.00	\$195.00	\$1,600.00 w/PM
DMHS	NH Hospital	36 Clinton St	Concord	1	Caterpillar	SR-4	Diesel	Merrimack	\$1,600.00	\$195.00	\$1,600.00	\$195.00	\$1,000.00 w/PM
DAS	Granite Place	Granite Place	Concord	1	Kohler	50RW271	Diesel	Merrimack	\$425.00	\$95.00	\$425.00	\$95.00	\$500.00 w/PM
DAS	Granite Place	Granite Place	Concord	1	Kohler	L070295	Diesel	Merrimack	\$400.00	\$95.00	\$400.00	\$95.00	\$500.00 w/PM

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, amended on October 18, 2023, item #5(D); and amended on June 12, 2024, item #115 shall remain in full force and effect.

Contractor Initials: 
Date: 07/08/2024

TRI STATE GENERATORS LLC

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

Title: Member / President

Date: July 8, 2024

STATE OF NEW HAMPSHIRE

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

Title: Commissioner
Department of Administrative Services

Date: 7-15-24

OFFICE OF THE ATTORNEY GENERAL

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

Title: Assistant Attorney General

Date: July 25, 2024

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

AUG 07 2024

Signed: [Signature]

Title: SECRETARY OF STATE

Contractor Initials: [Signature]

Date: 07/08/2024

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.


(Contract Signatory - Signature)

05/08/2024
(Date)

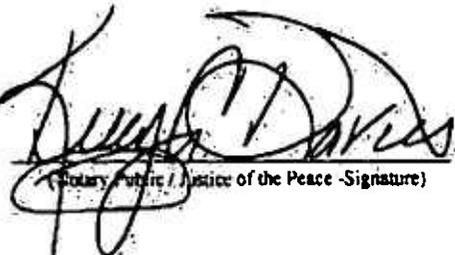
STATE OF New Hampshire
COUNTY OF Rockingham

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

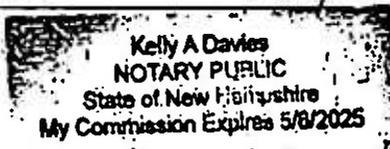
the undersigned officer, personally appeared Scott Scherbon, Jr., known to me (or
(Contract Signatory - Print Name)

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:





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).

PRODUCER THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Christine Holman, CPCU, CIC PHONE: (603) 224-2562 FAX: (603) 224-8813 EMAIL: cholman@rowleyagency.com ADDRESS:
INSURED Tri State Generators LLC 18 Route 27 Brentwood NH 03833	INSURERS AFFORDING COVERAGE INSURER A: Cincinnati Ins INSURER B: Travelers Insurance Co. 0060 INSURER C: Liberty Mutual INSURER D: INSURER E: INSURER F:

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.

LINE	TYPE OF INSURANCE	ADDITIONAL	SUBS	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. RECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			CS0814889	10/10/2023	10/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			EM0334884	10/10/2023	10/10/2024	COMBINED SINGLE LIMIT (EA system) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NH-228-020200-011 3A Statute: NH NH-228-020200-2-21 3A Statute: NH	10/10/2023	10/10/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OYL PR EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 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 <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@das.nh.gov

115

Mar

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



**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 an 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 Tumpikes	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: [Signature]
Scott Scherboff Jr.
(Print Name)

Title: President / Owner

Date: May 10, 2024

STATE OF NEW HAMPSHIRE

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

Title: Commissioner
Department of Administrative Services

Date: 5/23/24

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]
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

JUN 12 2024

Signed: [Signature]

SECRETARY OF STATE

Contractor Initials: [Signature]

Date: 05/10/2024

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.


(Contract Signatory - Signature)

05/08/2024
(Date)

STATE OF New Hampshire

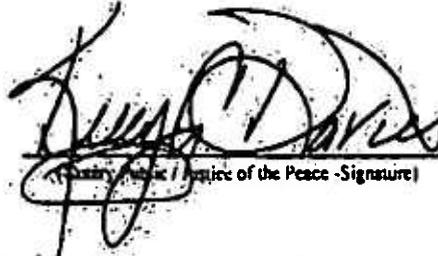
COUNTY OF Rockingham

On this the 8th day of May, 2024, before me 
(Name of Notary Public / Justice of the Peace)

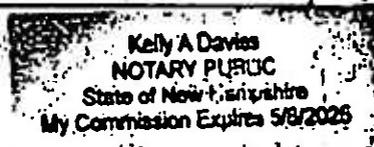
the undersigned officer, personally appeared Scott Scherbon, Jr., known to me (or
(Contract Signatory - Print Name)

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:





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).

PRODUCER THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	AGENT: Christine Bolman, CPCU, CIC PHONE: (603) 224-2562 FAX: (603) 224-8812 EMAIL: chbolman@rowleyagency.com
INSURED Tri State Generators LLC 18 Route 27 Brantwood NH 03833	INSURER A: Cincinnati Ins INSURER B: Travelers Insurance Co. 0060 INSURER C: Liberty Mutual INSURER D: INSURER E: INSURER F:

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.

LINE	TYPE OF INSURANCE	MODEL YEAR	VEHICLE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPI. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO.JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			030116439	10/10/2023	10/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> RENTED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			030354844	10/10/2023	10/10/2024	COMBINED SINGLE LIMIT (EA OCCURRENCE) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per person) \$ PROPERTY DAMAGE (Per occurrence) \$ \$
	<input type="checkbox"/> UMBRELLA LMB <input type="checkbox"/> EXCESS LMB <input type="checkbox"/> DEF. <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROFESSIONAL FEES OUTSIDE OF MEMBER'S EXCLUDED (applicable to ISO)	Y/N	N/A	WCB-110-02300-011 3A 00000: NE 0470-0010477-1-21 3A 00000: NE	10/10/2023	10/26/2024	<input checked="" type="checkbox"/> PER. ATALITY <input type="checkbox"/> OTH. LR \$1. EACH ACCIDENT \$ 500,000 \$1. DISEASE - EA EMPLOYEE \$ 500,000 \$1. DISEASE - POLICY LIMIT \$ 500,000
C	<input type="checkbox"/> ANY PROFESSIONAL FEES OUTSIDE OF MEMBER'S EXCLUDED (applicable to ISO) 3 yrs. applies unless description of operations says	Y/N	N/A		10/10/2023	10/10/2024	

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 Schechon are excluded under the work coop policies referenced above.

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

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 871-3801 Office@das.nh.gov

5D

(Handwritten mark)

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 Generator's 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:

- 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 Aug 2022-Aug 2025
	Records & Archives	9 Ratification Way	Concord	1	Caterpillar	DG250GC	NG	Merrimack	\$395.00	\$95.00	\$395.00	\$95.00	\$300.00

- 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 Generation LLC

By:



Scott Scherbon

(Print Name)

Title: President / Owner

Date: 08/19/2023

STATE OF NEW HAMPSHIRE

By:



Charles M. Arlinghaus

(Print Name)

Title: Commissioner

Department of Administrative Services

Date:

9-25-23

OFFICE OF THE ATTORNEY GENERAL

By:



Duncan A. Eger

(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: _____



**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: 705403

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).

PRODUCER THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	CONTACT PERSON Christine Holman, CPCU, CIC PHONE (603) 224-2962 FAX (603) 224-0819 EMAIL choland@rowleyagency.com
INSURED Tri State Generators LLC 18 Route 27 Brentwood NH 03833	INSURER(S) PROVIDING COVERAGE Cincinnati Ins Travlers Insurance Co Liberty Mutual

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.

LINE	TYPE OF INSURANCE	ASSOCIATED RISK (Y/N)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. ACCT <input type="checkbox"/> LOC OTHER:		CR0110829	10/10/2023	10/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Per occ period) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CR0110829	10/10/2023	10/10/2024	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION:					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETORS/THEIR EXECUTIVE OFFICES/EMPLOYEE EXCLUDED? (Mandatory in NH)	Y/N	WCB-218-023000-012	10/10/2023	10/10/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> DYS-PR EL. EACH ACCIDENT \$ 500,000 EL. DISEASE - EA EMPLOYEE \$ 500,000 EL. DISEASE - POLICY LIMIT \$ 500,000
C	DESCRIPTION OF OPERATIONS/VEHICLES	Y/N	WCB-218-023000-012	10/10/2023	10/10/2024	

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 Scherben 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 <i>Christine Holman</i>
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Charles M. Arlinghaus
Commissioner

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 771-4201 | OfficeServices.nh.gov

Catherine A. Keane
Deputy Commissioner

Shari 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 Retrospective 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 9th 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 Make	Model #	Fuel Source	County	Major Fuel Rate (Dec. 2022 - Aug. 2023)	Minor Fuel Rate (Dec. 2023 - Aug. 2024)	Major Fuel Rate (Dec. 2024 - Aug. 2025)	Minor Fuel Rate (Dec. 2025 - Aug. 2026)	Major Fuel Rate (Dec. 2026 - Aug. 2027)	Minor Fuel Rate (Dec. 2027 - Aug. 2028)	Major Fuel Rate (Dec. 2028 - Aug. 2029)	Minor Fuel Rate (Dec. 2029 - Aug. 2030)	Unit Load Cost (\$/hr)
General Inv.	Levelling pad	10 Pleasant Street	Concord		Caterpillar	1214 80216	Diesel	Manchester	\$201.00	\$203.00	\$205.00	\$207.00	\$209.00	\$211.00	\$213.00	\$215.00	\$400.00
WFOB	Lighting Office Building	23 North Main Street	Concord		Caterpillar	48250 27	Diesel	Manchester	\$171.00	\$173.00	\$175.00	\$177.00	\$179.00	\$181.00	\$183.00	\$185.00	\$350.00
WFOB	Lower Office North Tower Building	67 Pleasant Street	Concord		Caterpillar	38120 247	Diesel	Manchester	\$190.00	\$192.00	\$194.00	\$196.00	\$198.00	\$200.00	\$202.00	\$204.00	\$400.00
STAN	Math Building	180 Pleasant Street	Concord		Caterpillar	1212 80216	Diesel	Manchester	\$191.00	\$193.00	\$195.00	\$197.00	\$199.00	\$201.00	\$203.00	\$205.00	\$400.00
General MHA	81 South Street	81 South Street	Concord		Caterpillar	38120 247	Diesel	Manchester	\$430.00	\$432.00	\$434.00	\$436.00	\$438.00	\$440.00	\$442.00	\$444.00	\$870.00
WFOB	Warehouse	710 Pine Road	Manchester		White	1200 24000	Diesel	Hampshire	\$171.00	\$173.00	\$175.00	\$177.00	\$179.00	\$181.00	\$183.00	\$185.00	\$350.00
									\$204.00	\$206.00	\$208.00	\$210.00	\$212.00	\$214.00	\$216.00	\$218.00	
									\$190.00	\$192.00	\$194.00	\$196.00	\$198.00	\$200.00	\$202.00	\$204.00	
WFOB	Warehouse	710 Pine Road	Manchester		Caterpillar	9-260-1	Diesel	Hampshire	\$171.00	\$173.00	\$175.00	\$177.00	\$179.00	\$181.00	\$183.00	\$185.00	\$350.00
									\$204.00	\$206.00	\$208.00	\$210.00	\$212.00	\$214.00	\$216.00	\$218.00	
									\$190.00	\$192.00	\$194.00	\$196.00	\$198.00	\$200.00	\$202.00	\$204.00	
East Facility	Commons Court	150 Conway Rd. # 202	Concord		Caterpillar	38120 247	Diesel	Carroll	\$191.00	\$193.00	\$195.00	\$197.00	\$199.00	\$201.00	\$203.00	\$205.00	\$400.00

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 Scheibler, 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: 1/29/23

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: 705403

Certificate Number: 0005828255



IN TESTIMONY WHEREOF,

I have 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, Contact 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.


(Contact Signatory - Signature)

07/14/2022
(Date)

STATE OF New Hampshire

COUNTY OF Rockingham

On this the 14th day of July, 2022, before me MAUREEN MOECKEL
(Day) (Month) (Year) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared Scott Scherban, Jr. known to me (or
(Contact 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)

Scott Schirbon, Jr. hereby certify that:
(Name of Sole Member/Manager of Limited Liability Company, Correct 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.



01/09/2023

(Date)

STATE OF New Hampshire

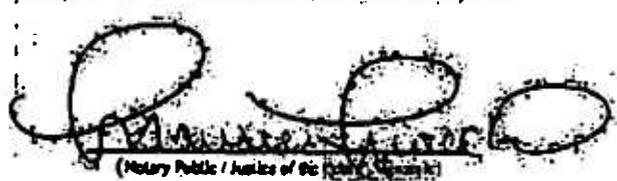
COUNTY OF Rockingham

On this the 9th day of January, 2023, before me MAURÉEN M. MCKEEL
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared Scott Schirbon, Jr. known to me (or
(Correct 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)

MAURÉEN M. MCKEEL, Notary Public
My Commission Expires May 19, 2026

Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/3/2023

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).

PRODUCER THE ROWLEY AGENCY INC. 63 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	AGENT Christine Holman, CPCU, CIC Phone: (603) 226-2362 Email: cholan@rowleyagency.com
INSURED Tri State Generators LLC 18 Route 27 Brentwood NH 03833	INSURERS AFFORDING COVERAGE Cincinnati Ins Travelers Insurance Co. 0050 Liberty Mutual

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.

TYPE OF INSURANCE	MAKE/MAKE/NO.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	UNITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		CSLD140659	10/10/2022	10/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (As contract) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HOLED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		28A034884	10/10/2022	10/10/2023	BUSINESS SINGLE LIMIT (As contract) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per occurrence) \$
<input type="checkbox"/> UMBRELLA LMB <input type="checkbox"/> EXCESS LMB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIM-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION					EACH OCCURRENCE \$ AGGREGATE \$
<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> ANY PROPRIETOR/INDEPENDENT CONTRACTOR/ OFFICER/OWNER EXCLUDED? <input type="checkbox"/> (Temporary in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS	Y/N	NH-218-073200-011 2A 242001 NH NH-218-073200-011 2A 242001 NH	10/10/2022	10/10/2023	<input checked="" type="checkbox"/> BEN. STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 300,000 EL DISEASE - SA EMPLOYEE \$ 300,000 EL DISEASE - POLICY LIMIT \$ 300,000

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 Scherban are excluded under the work comp policies referenced above.

CERTIFICATE HOLDER State of NH, Dept of Admin Services Bureau of Purchase & Property 25 Capital Street, Room 102 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 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
www.state.nh.gov

MLC
82

Charles H. Arlinghaus
Commissioner
(603) 271-3201

Catherine A. Keane
Deputy Commissioner
(603) 271-3289

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:

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

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

Respectfully submitted,



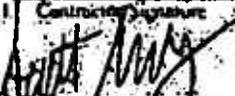
Charles M. Arlinghaus
Commissioner

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

AGREEMENT

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

GENERAL PROVISIONS:

1. IDENTIFICATION	
1.1 State Agency Name Department of Administrative Services Bureau of Purchases and Property	
1.2 State Agency Address 25 Capital Street, Room 102 Concord, NH, 03301	
1.3 Contractor Name Tri State Generators, LLC VCN 271332	
1.4 Contractor Address 18 Route 27 Brentwood NH, 03833	
1.5 Contractor Phone Number 603-734-2630	1.6 Account Number Various
1.7 Completion Date August 31, 2023	1.8 Price Limitation \$600,000.00
1.9 Contracting Officer for State Agency Jeff Haley	
1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature  Date: 7/14/2022	1.12 Name and Title of Contractor Signatory Scott Scherbon, Jr., President
1.13 State Agency Signature  Date: 8/1/22	1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____	
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Takhmina Rakhmatova</i> On: 8/3/2022	
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: <i>22-1000</i> G&C Meeting Date: AUG 17 2022  <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 effected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

11. 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

 11/14/2022

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


1/11/2022

**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:

Contractor Initials

Date


11/14/2022

Exceptions include:

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

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

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

State Responsibilities:

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

ANNUAL MINOR/MAJOR RATE FOR TERM OF CONTRACT

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

IGNITION

Change all spark plugs
Change points
Change condenser
Check distributor cap and rotor and change, if necessary
Check all ignition wires and replace, if necessary
Check start solenoid terminals
Check and adjust choke, when applicable

ENGINE

Change lube oil
Change lube oil filter
Tighten valve covers
Fill governor sump with lube oil, when applicable
Lubricate governor linkage
Service oil bath air cleaner, when applicable
Check entire unit for noticeable oil leaks

COOLING SYSTEM

Test coolant protection
Test coolant alkalinity.

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

EXHAUST SYSTEM

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

FUEL SYSTEM

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

BATTERY

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

STARTING SYSTEM

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

ELECTRICAL

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

	<ul style="list-style-type: none"> Check control panel relays. Check wiring and terminals Check solid-state boards for connections
OPERATIONAL CHECKS	
following:	Start generator and conduct safety shutdown tests for the
	<ul style="list-style-type: none"> Low oil pressure High water temperature Over speed High air temperature, air-cooled sets only Check voltage output Check frequency (Hz) Record hour meter reading, when applicable Check unit for vibration and any unusual noises Run unit full building load-minimum of thirty (30) minutes
AUTOMATIC SWITCH	<ul style="list-style-type: none"> Inspect contactor assembly and connections Check exerciser clock and time setting Check time delays Check battery charger for proper output Check selector switch Check voltage sensors for visual condition Start and stop generator from transfer switch
AUTOMATIC TRANSFER SWITCHES (ATS)	<ul style="list-style-type: none"> Check connections Inspect or test for evidence of overheating and excessive contact erosion Remove dust and dirt Inspect and/or replace contacts when required Infrared testing/inspection under load
FINAL CHECK	<ul style="list-style-type: none"> Check field breaker is in the ON position Check that selector switch is in the automatic mode Start and stop generator using generator controls Start and stop generator using the switch controls Start and stop generator using exerciser clock <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.


 1/14/00

* **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 11/16/2022

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/55a0b2c555a0e0a451a5117welc0m0.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.

Contractor Initials

Date


7/14/2022

**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor hereby agrees to provide General 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	Type	Qty	Description	Material #	Part Name	County	Price	Price	Price	Price	Price	Price	Price
									Per Unit (\$)						
Government Safety	State Armory	31 Dumb Rd	Office	1	Concrete	208 PM 208 C13	Steel	Salisbury	171.00	171.00	171.00	171.00	171.00	171.00	171.00
Swingman Lumber	Swingman Lumber Co 11777 Ave	12371 AVE 11777 Ave	Office	1	Champion	G-2042	Refrigerator	Salisbury	1300.00	1300.00	1300.00	1300.00	1300.00	1300.00	1300.00
DCP 06 1st 3	Chapel Hill Office	3 Laurel Rd	Office	1	Garage	208208	Refrigerator	Salisbury	1721.00	1721.00	1721.00	1721.00	1721.00	1721.00	1721.00
DCP 06 1st 3	DCP 06 1st 3	1st St	Office	1	Small	148211	Refrigerator	Salisbury	1320.00	1320.00	1320.00	1320.00	1320.00	1320.00	1320.00
DCP 06 1st 3	PE 22 Hempden	11 1st St Hempden	Home Hempden	1	Champion	208208	Refrigerator	Salisbury	1721.00	1721.00	1721.00	1721.00	1721.00	1721.00	1721.00
DCP 06 1st 3	Swingman Lumber	11777 Ave Salisbury	Office	1	Champion	G-2042	Refrigerator	Salisbury	1300.00	1300.00	1300.00	1300.00	1300.00	1300.00	1300.00
DCP Fuel Distribution	Fuel Dis 118	118 1st St Salisbury	Office	1	Garage	208208	Refrigerator	Salisbury	1721.00	1721.00	1721.00	1721.00	1721.00	1721.00	1721.00

Contractor Initials

Date


11/13/08

Dept of Military and Veterans Affairs	Contract Dist	Building or	Contract	Year	Rate	Contract No	Year	Month	1970	1971	1972	1973	1974	1975	1976
Dept of Military and Veterans Affairs	North DC	200 South Main St.	Public		Contract Per Cap	100-0304	Steel	1970	1971	1972	1973	1974	1975	1976	
Dept of Military and Veterans Affairs	Portland DC	St. Joe	Public		Contract Per Cap	CPA 17/1	Steel	1970	1971	1972	1973	1974	1975	1976	
Dept of Military and Veterans Affairs	Portland Dist	St. Joe	Public		Contract Per Cap	CPA 17/1	Steel	1970	1971	1972	1973	1974	1975	1976	
Dept of Military and Veterans Affairs	Portland Dist	St. Joe	Public		Contract Per Cap	CPA 17/1	Steel	1970	1971	1972	1973	1974	1975	1976	
Dept of Military and Veterans Affairs	Portland DC	772 Broadway St	Public		Contract Single Unit	DC120-C	Steel	1970	1971	1972	1973	1974	1975	1976	
Dept of Military and Veterans Affairs	Portland DC	771 South Main St.	Public		Contract	DC-01-148278	Steel	1970	1971	1972	1973	1974	1975	1976	
Dept of Military and Veterans Affairs	Portland DC	30 Clinton St	Public		Contract	DC-01-148278	Steel	1970	1971	1972	1973	1974	1975	1976	
Dept of Military and Veterans Affairs	Portland DC	177 Portland St.	Public		Contract	DC-01-148278	Steel	1970	1971	1972	1973	1974	1975	1976	
Dept of Military and Veterans Affairs	Portland DC	32 Clinton St	Public		Contract	DC-01-148278	Steel	1970	1971	1972	1973	1974	1975	1976	
Dept of Military and Veterans Affairs	Portland DC	3 Court St	Public		Contract	DC-01-148278	Steel	1970	1971	1972	1973	1974	1975	1976	
Dept of Military and Veterans Affairs	Portland DC	301 No. State Street	Public		Contract	DC-01-148278	Steel	1970	1971	1972	1973	1974	1975	1976	
Dept of Military and Veterans Affairs	Portland DC	301 No. State Street	Public		Contract	DC-01-148278	Steel	1970	1971	1972	1973	1974	1975	1976	
Dept of Military and Veterans Affairs	Portland DC	301 No. State Street	Public		Contract	DC-01-148278	Steel	1970	1971	1972	1973	1974	1975	1976	
Dept of Military and Veterans Affairs	Portland DC	301 No. State Street	Public		Contract	DC-01-148278	Steel	1970	1971	1972	1973	1974	1975	1976	
Dept of Military and Veterans Affairs	Portland DC	301 No. State Street	Public		Contract	DC-01-148278	Steel	1970	1971	1972	1973	1974	1975	1976	

Contractor Initials: 
 Date: 5/11/2008

Item	Quantity	Unit	Description	Material	Quantity	Unit	Description	1975	1976	1977	1978	1979	1980	1981	1982
DOT	1000	sq ft	Asphalt	Asphalt	1000	sq ft	Asphalt	1000	1000	1000	1000	1000	1000	1000	1000
DOT	1000	sq ft	Concrete	Concrete	1000	sq ft	Concrete	1000	1000	1000	1000	1000	1000	1000	1000
DOT	1000	sq ft	Gravel	Gravel	1000	sq ft	Gravel	1000	1000	1000	1000	1000	1000	1000	1000
DOT	1000	sq ft	Earthwork	Earthwork	1000	sq ft	Earthwork	1000	1000	1000	1000	1000	1000	1000	1000
DOT	1000	sq ft	Excavation	Excavation	1000	sq ft	Excavation	1000	1000	1000	1000	1000	1000	1000	1000
DOT	1000	sq ft	Backfill	Backfill	1000	sq ft	Backfill	1000	1000	1000	1000	1000	1000	1000	1000
DOT	1000	sq ft	Drainage	Drainage	1000	sq ft	Drainage	1000	1000	1000	1000	1000	1000	1000	1000
DOT	1000	sq ft	Structural	Structural	1000	sq ft	Structural	1000	1000	1000	1000	1000	1000	1000	1000
DOT	1000	sq ft	Paint	Paint	1000	sq ft	Paint	1000	1000	1000	1000	1000	1000	1000	1000
DOT	1000	sq ft	Signage	Signage	1000	sq ft	Signage	1000	1000	1000	1000	1000	1000	1000	1000
DOT	1000	sq ft	Lighting	Lighting	1000	sq ft	Lighting	1000	1000	1000	1000	1000	1000	1000	1000
DOT	1000	sq ft	Security	Security	1000	sq ft	Security	1000	1000	1000	1000	1000	1000	1000	1000
DOT	1000	sq ft	Other	Other	1000	sq ft	Other	1000	1000	1000	1000	1000	1000	1000	1000

Contractor Initials

Date

SS
11/1/2002

Account Name/Code	Address	PO Box	City	State	Zip	Agency	Position	Grade	Rate	11/01	12/01	01/01	02/01	03/01	04/01
Dept of Military and Veterans Affairs	Providence RI	66 South St.	Providence	RI	02903	US GSA	Chief	GS-15	170.00	170.00	171.00	171.00	172.00	172.00	173.00
Dept of Military and Veterans Affairs	Providence RI	66 South St.	Providence	RI	02903	US GSA	Chief	GS-15	170.00	170.00	171.00	171.00	172.00	172.00	173.00
Dept of Military and Veterans Affairs	Providence RI	66 South St.	Providence	RI	02903	US GSA	Chief	GS-15	170.00	170.00	171.00	171.00	172.00	172.00	173.00
Dept of Military and Veterans Affairs	Providence RI	66 South St.	Providence	RI	02903	US GSA	Chief	GS-15	170.00	170.00	171.00	171.00	172.00	172.00	173.00
Dept of Military and Veterans Affairs	Providence RI	66 South St.	Providence	RI	02903	US GSA	Chief	GS-15	170.00	170.00	171.00	171.00	172.00	172.00	173.00
Dept of Military and Veterans Affairs	Providence RI	66 South St.	Providence	RI	02903	US GSA	Chief	GS-15	170.00	170.00	171.00	171.00	172.00	172.00	173.00
Department of Labor	Providence RI	66 South St.	Providence	RI	02903	US GSA	Chief	GS-15	170.00	170.00	171.00	171.00	172.00	172.00	173.00
DCI - Support	Providence RI	66 South St.	Providence	RI	02903	US GSA	Chief	GS-15	170.00	170.00	171.00	171.00	172.00	172.00	173.00
DCI - Support	Providence RI	66 South St.	Providence	RI	02903	US GSA	Chief	GS-15	170.00	170.00	171.00	171.00	172.00	172.00	173.00
DCI - Support	Providence RI	66 South St.	Providence	RI	02903	US GSA	Chief	GS-15	170.00	170.00	171.00	171.00	172.00	172.00	173.00

Contractor Initials 
 Date 7/1/2008

DCI Agency	Contract Description	DCI Description Job # DCI Comments P# (1, 2)	Location	Agency	Contract #	DCI Start Date	Contract Start Date	Contract End Date	Contract Value						
DCI Office 1	Office & Office	171 Nash Street	Durham	NY	12157	12/1/01	12/1/01		100.00	100.00	100.00	100.00	100.00	100.00	100.00
DCI Office 1	NY 127 Lockport	1211 Parker Rd	Lockport	NY	12157	12/1/01	12/1/01		100.00	100.00	100.00	100.00	100.00	100.00	100.00
NY Department Security	1000	1 March Dept Data	Albany	NY	12157	12/1/01	12/1/01		100.00	100.00	100.00	100.00	100.00	100.00	100.00
Shelton 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:
<http://www.nh.gov/treasury>

Contractor Initials: 
 Date: 11/14/02

EXHIBIT D

RFB #2633-22 is incorporated here within.

Contractor Initials



Date

11/14/2022

EXHIBIT E

Contractor's bid is incorporated here within

Contractor Initials

Date

The handwritten initials are "SA" inside a circle, and the date is "7/19/2022".

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", is written over a circular embossed area.

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, Correct 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.


(Correct 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
(Correct 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).

PRODUCER TEX ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 311 Concord NB 03302-0311	CONTACT POINT: Christina Bolan, CPCU, CIC PHONE: (603) 224-2562 FAX: (603) 224-0419 EMAIL: christina@rowleyagency.com
INSURED Tri State Generators LLC 18 Route 27 Brentwood NB 03833	AGENCY APPROVED COVERAGE AGENCY: Cincinnati Ins AGENCY: Travelers Insurance Co. 0060 AGENCY: Liberty Mutual AGENCY: AGENCY:

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.

LINE	TYPE OF INSURANCE	CLASS	DESCRIPTION	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM-MADE <input checked="" type="checkbox"/> OCCUR			CG0014859	10/10/2021	10/10/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PROPERTIES (Per occurrence) \$ 100,000 MED EXP (per one person) \$ 5,000 PERSONAL & ADV PLARY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRE AUTOS			CA0020464	10/10/2021	10/10/2022	COMB'D SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$
	<input type="checkbox"/> UMBRELLA LMB <input type="checkbox"/> EXCESS LMB						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY			WC-110-00000-010	10/10/2021	10/10/2022	<input checked="" type="checkbox"/> NEW STATUTE <input type="checkbox"/> STATE LA
C	ANY PROPRIETOR PARTNER OR EXECUTIVE OF CORPORATION (EXCLUDED?) (Excluded by 104)	Y/N	N/A	2A 000001 0A 0A00-001107-2-0V 2A 000001 0B	10/10/2021	10/10/2022	EL. EACH ACCIDENT \$ 500,000 EL. DISEASE - EA EMPLOYEE \$ 500,000 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 NB, Dept of Admin Services Bureau of Purchase & Property 25 Capitol Street, Room 102 Concord, NB 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 Bolan, CPCU, CIC/C <i>Christina Bolan</i>
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