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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

September 30, 2025

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 enter into a contract (Contract #8003666) with Tri State Generator LLC (VC# 271332), Brentwood, NH, for Generator Maintenance Services in an amount up to and not to exceed $756,265.40 effective upon the Governor and Executive Council's approval through August 31, 2028, with the option to extend for up to an additional three (3) years under the same terms, conditions, and pricing structure.

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 (RFB) 3003-25 for generator maintenance services on February 5, 2025, with responses due on March 24, 2025. The RFB reached 32 vendors through the NIGP electronic sourcing database with an additional 10 vendors directly sourced. There were eight compliant responses received for this RFB, with awards being based on the lowest total cost per county. This RFB resulted in multiple contract awards with Tri State Generator LLC submitting the lowest pricing for 6 out of 10 counties. To ensure statewide coverage, contracts were also awarded to Gemini Powerup, and Powers Generator.

The following table represents recommended contract award:

Vendor	Counties Awarded	Term Price Per County
Tristate Generators	Belknap	$18,273.00
Tristate Generators	Carroll	$14,615.00
Powers Guaranteed Services	Cheshire	$11,084.00
Gemini Electric	Coos	$64,633.00
Gemini Electric	Grafton	$64,340.00
Tristate Generators	Hillsborough	$45,340.00
Tristate Generators	Merrimack	$159,496.00
Tristate Generators	Rockingham	$40,358.00
Tristate Generators	Strafford	$20,675.00
Gemini Electric	Sullivan	$3,875.00

The expiring contract did not include emergency repair rates in the original price limitation. This information was excluded to allow for an accurate comparison between the new and expiring contracts. The expiring contract was also amended several times to add new generators acquired over the course of the contract term. This requested price limitation of $756,265.40 includes the emergency repair rates, approximately 20 generators which are planned to come off warrantee throughout the contract term, and a 20% allowance for additional agency needs.

Contract financials	
Estimated term spend total	$433,757.00
Projected new locations	$193,505.04
Add allowance	$129,003.36
Requested price limitation	$756,265.40

The Department of Administrative Services has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. Documents supporting these assertions are available at the agency, for review upon request.

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

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	Generator Maintenance	Agency	Statewide
RFB#	3003-25	Requisition#	N/A
Agent Name	James Poulin	Bid Closing	3/24/25

Indicates Award:

EST QTY	UOM	County	Tristate Generators		Gemini Powerup		Scherbon Consolidated		Powers Generator		Energy Systems		Brookfield		Timberline		BRN Group NH Powers	
			Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
Section 1 - Counties																		
12	EA	Belknap	$1,522.75	$18,273.00	$2,110.00	$25,320.00	No Bid	No Bid	$3,723.25	$44,678.95	$5,667.58	$68,011.00	Withdrawn		$4,305.19	$51,662.25	$5,391.68	$64,700.20
11	EA	Carroll	$1,328.64	$14,615.00	$1,921.36	$21,135.00	No Bid	No Bid	$3,691.36	$40,605.00	$4,315.45	$47,470.00	Withdrawn		$3,394.36	$37,337.93	$4,506.30	$49,569.32
6	EA	Cheshire	No Bid	No Bid	$2,553.33	$15,320.00	No Bid	No Bid	$1,847.33	$11,084.00	$4,452.17	$26,713.00	Withdrawn		$3,436.54	$20,619.21	$4,321.64	$25,929.83
16	EA	Coos	No Bid	No Bid	$4,039.56	$64,633.00	No Bid	No Bid	$5,564.19	$89,027.00	$6,064.38	$97,030.00	Withdrawn		$4,662.03	$74,592.47	$7,404.91	$118,478.60
26	EA	Grafton	No Bid	No Bid	$2,474.62	$64,340.00	No Bid	No Bid	$4,452.38	$115,762.00	$4,959.04	$128,935.00	Withdrawn		$3,366.91	$87,539.65	$5,922.33	$153,980.68
26	EA	Hillsborough	$1,743.85	$45,340.00	$2,539.65	$66,031.00	$2,415.38	$62,800.00	$4,124.85	$107,246.00	$3,921.38	$101,956.00	Withdrawn		$4,375.52	$113,763.43	$5,419.50	$140,906.98
79	EA	Merrimack	$2,018.94	$159,496.00	$3,668.13	$289,782.00	$2,779.11	$219,550.00	$4,457.41	$352,135.00	$4,368.19	$345,087.00	Withdrawn		$4,836.99	$382,121.89	$5,895.80	$465,768.13
26	EA	Rockingham	$1,552.23	$40,358.00	$2,509.62	$65,250.00	$1,783.85	$46,380.00	$4,226.54	$109,890.00	$3,649.27	$94,881.00	Withdrawn		$4,438.04	$115,389.03	$5,718.34	$148,676.72
16	EA	Strafford	$1,292.19	$20,675.00	$1,842.81	$29,485.00	$1,671.88	$26,750.00	$3,648.75	$58,380.00	$4,998.94	$79,983.00	Withdrawn		$3,841.36	$61,461.71	$6,278.77	$100,460.36
2	EA	Sullivan	No Bid	No Bid	$1,937.50	$3,875.00	No Bid	No Bid	$1,955.00	$3,910.00	$4,506.00	$9,012.00	Withdrawn		$3,618.04	$7,236.07	$4,536.53	$9,073.05
		Term Subtotal	**$298,757.00**		**$132,848.00**		**$355,480.00**		**$11,084.00**		**$999,078.00**		Withdrawn		**$951,723.64**		**$1,277,543.87**	
Section 2 - Repair and Emergency Rates																		
300	Annual HRs	Mon - Fri 8:00 A.M. to 4:00 P.M.	$100.00	$30,000.00	$120.00	$36,000.00	$109.50	$32,850.00	$105.00	$31,500.00	$200.00	$60,000.00	Withdrawn		$125.00	$37,500.00	$194.00	$58,200.00
90	Annual HRs	Mon - Fri 4:01 P.M. to 7:59 A.M.	$100.00	$9,000.00	$120.00	$10,800.00	$164.25	$14,782.50	$105.00	$9,450.00	$300.00	$27,000.00	Withdrawn		$135.00	$12,150.00	$290.00	$26,100.00
30	Annual HRs	Saturday Work	$100.00	$3,000.00	$150.00	$4,500.00	$164.25	$4,927.50	$105.00	$3,150.00	$300.00	$9,000.00	Withdrawn		$135.00	$4,050.00	$291.00	$8,730.00
30	Annual HRs	Sunday & Holiday*	$100.00	$3,000.00	$150.00	$4,500.00	$219.00	$6,570.00	$105.00	$3,150.00	$400.00	$12,000.00	Withdrawn		$135.00	$4,050.00	$389.00	$11,670.00
		Annual Subtotal	**$45,000.00**		**$55,800.00**		**$59,130.00**		**$47,250.00**		**$108,000.00**		Withdrawn		**$57,750.00**		**$104,700.00**	
		Term Subtotal	**$135,000.00**		**$167,400.00**		**$177,390.00**		**$141,750.00**		**$324,000.00**		Withdrawn		**$173,250.00**		**$314,100.00**	
		Estimated term spend	**$433,757.00**		**$300,248.00**				**$152,834.00**									
		Projected New Locations	**$193,505.04**		**$79,133.00**				**$30,566.80**									
		Allowance	**$129,003.36**		**$75,876.20**				**$36,680.16**									
		Recommended price limitation	**$756,265.40**		**$455,257.20**				**$220,080.96**									

Recommendation Summary	
Statewide Contract or Amendment	Contracts
Term of Contract	3 Years
Price Limitation	Multiple awards
Number of Solicitations Received	8
Number of Sourced bidders	10
Number of NIGP Vendors Sourced	32
Number of non-responsive bidders	34
P-37 Checklist Complete	Yes
D&B Report Attached	No
Method of Payment (P-card/ACH)	P-Card and ACH
FOB Delivered	Yes

Special Notes: The expiring contract did not contain emergency repair rates. The recommended price limitation includes approximate 20 new locations for each contractor based on the number of generators in service that will come off manufacturer warrantee during the term. an additional 20% has been added to account for service and repairs based on historical usage.

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 Purchase and Property		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Tri State Generators LLC		1.4 Contractor Address 18 Route 27 Brentwood, NH 03833	
1.5 Contractor Phone Number 603-734-2650	1.6 Account Unit and Class Various	1.7 Completion Date August 31, 2028	1.8 Price Limitation $756,265.40
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603-271-3606	
1.11 Contractor Signature Scott Scherbon, Jr. Date: 08.19.2025		1.12 Name and Title of Contractor Signatory Scott Scherbon, Jr., Owner / President	
1.13 State Agency Signature Date: 10/3/25		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: Christen Lavers On: 10/9/25			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials SS

Date 08.19.2025

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

Contractor Initials SS

Date 08.19.2025

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. 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.

18. 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.

19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

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

Contractor Initials SS

Date 08.19.2025

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials SS

Date 08.19.2025

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

Tri State Generators LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), with Generator Maintenance Services in accordance with the bid submission in response to State Request for Bid # 3003-25 and as described herein.

2. CONTRACT DOCUMENTS:

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

- State of New Hampshire Terms and Conditions, General Provisions Form P-37
- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Method of Payment

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 by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment".

3. TERM OF CONTRACT:

The term of the contract shall commence September 1, 2025, or upon execution by the Governor & Executive Council, whichever is later (the "effective date") and shall continue thereafter for a period of approximately three (3) years.

The Contract may be extended for up to an additional three (3) years thereafter upon the same terms, conditions and pricing structure with the approval of the Governor & Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed six (6) years.

4. SCOPE OF WORK:

Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

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.

For semi-annual or annual services, Contractor 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.

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 advanced notice in order to provide security and access to respective work areas.

The Contractor shall promptly report all deficiencies to the using agency 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.

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Throughout the duration of the contract, the Contractor shall maintain an inventory of (or have readily available) spare parts to support the described systems.

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.

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.

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.

All work must be performed in such a manner as not to inconvenience building occupants. Contractor shall determine the State's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.

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.

Contractor shall furnish all personnel with uniforms, which shall be neat and clean in appearance with picture identification that is visible at all times.

Contractor shall make service available twenty-hour (24) hours per day, seven (7) days per week for emergency repairs.

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.

Contractor must produce documentation when biocide additive is added to the fuel storage tank with quantity and ratio of additive.

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.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

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.

The Contractor's personnel shall observe all regulations or special restrictions in effect at the state agency.

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

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.

4.1. Annual Major Rate for Term of Contract Scope of Services

To be performed one (1) time per calendar year. This major inspection includes parts, lubricants, coolants, material or labor used in any of the above service level maintenance programs. Service to include but is not limited to:

- Ignition
  - Change all spark plugs
  - Change points
  - Change condenser
  - Check distributor cap and rotor and replace 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

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- 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 rat rate on alternator or internal charge circuit
  - Check alternator belt

- Electrical
  - Check exciter
  - Check voltage regulator
  - Check rotating diodes
  - Check rectifiers
  - Check brushes
  - Clean collector rings
  - Clean carbon deposits
  - Check SCRS
  - Check control panel relays
  - Check wiring and terminals
  - Check solid-state boards for connections

- Operational Checks
  - Start generator and conduct safety shutdown tests for the following:
  - 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 30 minutes

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

- Automatic Transfer Switches (ATS)
  - Check connections
  - Inspect or test for evidence of overheating and excessive contact erosion
  - Remove dust and dirt Inspect and/or replace contacts when required
  - Infrared testing/inspection under load

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

- General Inspection of the Site
  - Inspect site for any debris or obstructions, which could cause a potential problem or may be hazardous to the operation or surrounding area.
  - Report any problems to the Agency Contact Person.

4.2. Annual Minor and major rate for term of contract scope of services

To be performed one (1) time per calendar year, approximately six (6) months after the Major Inspection

- 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.

- Confirm that all circuits powered by the system are functioning fully and make any required deficiency repairs

- Verify that all safety devices are functioning properly.

- Verify that the governor/controller is adjusted for proper voltage and frequency.

- 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 contracted rates 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.

4.3. Service rates (repair and emergency services scope of work

- Repair Services:

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- Contractor shall quote the standard hourly rate, per county of Exhibit C – Contract Price, 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 arrive 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:
  - Contractors 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 arrive at the work site and end when Contractor's personnel leave the work site.
  - Mileage and travel expenses for repair/emergency services shall be built into the repair/emergency services hourly rate as listed in Exhibit C – Contract Price.
  - No mileage or travel expenses can be added separately to the invoice.
- Repair Parts Discount
  - Repair parts used for repair shall be no more than ten percent (10%) over cost and held firm.

4.4. 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.
- 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.
- The Contractor shall provide one (1) dispatch phone number that shall be available 24/7 for emergencies.
- The Contractor shall respond to the State by telephone to all **emergency** service calls within fifteen (15) minutes of reported occurrence.
- The Contractor shall physically respond to the site for all **emergency** service calls within four (4) hours after report of occurrence.
- 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

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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

4.5. State responsibilities:

- The State shall be responsible to provide reasonable means of access to all equipment covered by the contract 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

5. COMMERCIAL REQUIREMENTS:

The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of the contract. For the addition of a new location or new equipment, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be amended, by agreement of the parties, effective upon approval of the commissioner of the Department of Administrative Services or designee, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted locations/equipment.

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer 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.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

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.

6. USAGE REPORTING:

The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to James Poulin at the Bureau of Purchase and Property and sent electronic to Abigail.F.Poole@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
  - Percentage of recycled materials contained within finished products
  - Percentage of waste recycled throughout the manufacturing process
  - Types and volume of packaging used for transport
  - Any associated material avoided and/or recycled as applicable under contract
  - A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

7. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

The Contractor shall provide all generator maintenance services strictly pursuant to, and in conformity with, the specifications described in State RFB 3003-25, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor 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/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx.

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

Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

8. 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.

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9. 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.

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EXHIBIT C - METHOD OF PAYMENT

10. CONTRACT PRICE:

The Contractor hereby agrees to provide generator maintenance services in strict compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of $756,265.40; 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.

11. PRICING STRUCTURE:

Pricing is available in Attachment 1: Contract Pricing Structure

12. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Contract Price".

13. 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 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

14. PAYMENT:

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

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