



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

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

85

mac

DEC 03 2025

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

November 14, 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 #8003740) with J&S Technical Electric LLC (VC# 555660), Milton, NH, for electrical repair services in an amount up to and not to exceed \$900,000.00 with the option to extend for up to an additional two years, effective upon the Governor and Executive Council approval for the period February 1, 2026, through January 31, 2031.

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) 3041-26 for electrical repair services on August 8, 2025, with responses due on September 5, 2025, to replace the 3 expiring contracts (8003183, 8003192, and 8003155). The RFB reached 224 vendors and 9 compliant responses were received. The contracts requested for approval will be awarded to the following lowest bidders:

	CDS Unlimited LLC	Fred H. Hamblet LLC	J&S Technical Electric LLC	Gerard A. Laflamme Inc.	Grace Electric Inc.
Number of Counties Awarded:	10	10	6	5	1
Number of Sites Awarded:	520	520	385	353	20

Upon approval this contract will provide electrical repair services to accommodate the safe continued use of buildings owned and operated by the State. The requested price limitation of \$900,000.00 will cover the full term of the contract and is calculated from actual expenditures in business intelligence reports providing an accurate estimation of spend. Additionally, the

contract includes a contingency of \$300,000.00, to be utilized for any additional or unanticipated repairs. Agencies will develop a scope of work and issue a formal request for quote (RFQ) for each project to all contractors in the respective county. The project award will be issued to the contractor submitting the lowest total cost.

Contract financials	
Estimated annual spend	\$120,000.00
Term spend (5-years)	\$600,000.00
Add contingency for unknown repairs	\$300,000.00
Price Limitation	\$900,000.00

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 J&S Technical Electric LLC.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



RFB Bid Summary

Bid Description	Electrical Repair Services	Agency	Statewide
RFB#	3041-26	Requisition#	N/A
Agent Name	Jonah Rosa	Bid Closing	9/5/2025 at 11:00 am

New Contract Information	CDS Unlimited LLC	Fred H. Hamblet LLC	J&S Technical Electric LLC	Gerard A. Laflamme Inc.	Grace Electric Inc.
Number of Counties Awarded	10	10	6	5	1
Number of Sites Awarded	520	520	385	353	20
Estimated annual spend	\$160,000.00	\$160,000.00	\$120,000.00	\$120,000.00	\$33,000.00
Estimated term spend	\$800,000.00	\$800,000.00	\$600,000.00	\$600,000.00	\$165,000.00
Add allowance for balance of product line	\$400,000.00	\$400,000.00	\$300,000.00	\$300,000.00	\$82,500.00
Recommended price limitation	\$1,200,000.00	\$1,200,000.00	\$900,000.00	\$900,000.00	\$247,500.00

Recommendation Summary	
Statewide Contract or Amendment	Statewide Contract
Term of Contract	5 years with option to extend for 2 years
Number of Solicitations Received	9
Number of Sourced bidders	166
Number of NIGP Vendors Sourced	58
Number of non-responsive bidders	215
P-37 Checklist Complete	Yes
D&B Report Attached	Yes
Confirmed Vendor is not debarred or suspended	Vendors are not debarred or suspended
Method of Payment (P-card/ACH)	P-card and ACH
FOB Delivered	Yes
Special Notes: Agencies will develop a scope of work and issue a formal request for quote (RFQ) for each project to all contractors in the respective county. The project award will be issued to the contractor submitting the lowest total cost.	

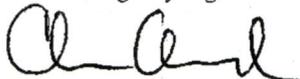
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 J&S Technical Electric LLC		1.4 Contractor Address 20 Commerce Way, Unit E-1 Milton, NH 03851	
1.5 Contractor Phone Number (603) 652-7664	1.6 Account Unit and Class Various	1.7 Completion Date 1/31/2031	1.8 Price Limitation \$900,000.00
1.9 Contracting Officer for State Agency Gary Lunetta, Director		1.10 State Agency Telephone Number (603) 271-2550	
1.11 Contractor Signature  Date: 9/16/2025		1.12 Name and Title of Contractor Signatory Kevin Howard II owner	
1.13 State Agency Signature  Date: 10/30/25		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: <u>Christen Lavers</u> On: 11/9/25			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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.

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.

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials KF

Date 9/16/2025

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

- 1.1. J&S Technical Electric 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 Electrical Repair Services in accordance with the bid submission in response to State Request for Bid 3041-26 and as described herein.

2. CONTRACT DOCUMENTS:

- 2.1. This Contract consists of the following documents ("Contract Documents"):
 - 2.1.1. State of New Hampshire Terms and Conditions, General Provisions Form P-37
 - 2.1.2. EXHIBIT A Special Provisions
 - 2.1.3. EXHIBIT B Scope of Services
 - 2.1.4. EXHIBIT C Method of Payment
 - 2.1.5. APPENDIX A Price List
- 2.2. 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: (2.1.1.), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2.1.3.) EXHIBIT B "Scope of Services," (2.1.4.) EXHIBIT C "Method of Payment", and (2.1.5.) Appendix A "Price List".

3. TERM OF CONTRACT:

- 3.1. The term of the contract shall commence on February 1, 2026, or upon approval of the Governor and Executive Council, whichever is later, through January 31, 2031, a period of approximately five (5) years.
- 3.2. The contract may be extended for up to an additional two (2) years thereafter under the same terms, conditions, and pricing structure upon the mutual agreement between the Contractor and the State with the approval of the Governor and Executive Council.
- 3.3. The maximum term of the Contract (including all extensions) cannot exceed seven (7) years.

4. NON-EXCLUSIVE CONTRACT:

- 4.1. Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

5. APPLICABLE STANDARDS, PERMITS AND CODES:

- 5.1. Contractor shall comply with all Codes, Ordinances, and laws applying to electrical work in effect in the municipality where the work will be performed and with regulations of any other governmental body or agency having jurisdiction, including OSHA; with regulations of the National Electrical Code where such regulations do not conflict with those laws, with the regulations of the electric utility involved, with the telephone utility, and with ASHRAE Standard 70, as amended.
- 5.2. File all required notices and plans. Obtain and pay for all permits, inspections, licenses, and certificates required for work under this Section.
- 5.3. If any portion of the electrical plans or specifications conflict with any laws or ordinances with regard to type of materials, equipment, or fixtures to be used, the Contractor shall bring it to the Contract Administrator's attention at least seven days before submitting the quote. Otherwise, the cost of all work necessary shall comply with said laws or ordinances shall be paid by the Contractor and shall become a part of the resulting Contract.

6. SCOPE OF SERVICES:

- 6.1. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform electrical repair services as described herein.
- 6.2. Contractor shall provide material safety data sheets with the delivery of any and all products covered by RSA 277-A, the "Worker's Right to Know Act."

- 6.3. The Contractor must be licensed to work in the State of New Hampshire, have a minimum of Five (5) years' verifiable commercial experience. Technicians employed by the Contractor must have appropriate licenses, certifications, etc. as applicable.
- 6.4. The services shall include testing, repairs and other work necessary on the State's electrical primary and secondary distribution systems not to exceed 600 volts for low to medium voltage with anything over 600 volts considered high voltage.
- 6.5. The Electrical Services shall include, but are not limited to, the following:
 - 6.5.1. Perform emergency repairs on low, medium and high voltage electrical systems;
 - 6.5.2. Support interior and exterior renovation projects, relocate and or install new electrical devices and light fixtures;
 - 6.5.3. Install energy saving equipment;
 - 6.5.4. Repair and or install new electrical supply systems including overhead and underground systems and related infrastructure including transformers and related switchgear;
 - 6.5.5. Install temporary electrical service to trailer/offices;
 - 6.5.6. ~~Locate/trace electrical services;~~
 - 6.5.7. Maintain interior and exterior lighting;
 - 6.5.8. Other work necessary on the State's primary and secondary electrical systems as required.
- 6.6. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.
- 6.7. The Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with the work. The Contractor shall utilize lock out tag out services on electrical systems in support of their construction or repair services. The person responsible for applying their lock or tag to isolate the circuit(s) shall have their name, company and contact number attached to the lock or written on the tag. The Contractor shall coordinate with the State Project Manager before energizing or de-energizing any circuits. Any medium voltage equipment shall be isolated and properly grounded.
- 6.8. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 - 6.8.1. All employees of the work and all other persons who may be affected thereby;
 - 6.8.2. All the work and all materials and equipment to be incorporated therein, whether in storage on or off-the site, under the care; custody or control of the Contractor or any of their subcontractor(s); and
 - 6.8.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadway structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 6.9. The Contractor shall erect and maintain; as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.
- 6.10. The Contractor shall provide and maintain as required any traffic control measures to ensure safety to employees and the public.
- 6.11. The Contractor shall also be aware of laws and regulations relating to hazardous materials that may be encountered during construction operations. The health and safety of employees, the public, and the potential of damage to the overall environment is possible if hazardous materials are not recognized, reported, and the appropriate action taken to dispose of, remove from the site, or otherwise contain the possible contaminants.
- 6.12. HAZARDOUS MATERIALS:
 - 6.12.1. The Contractor under this specification section shall review all associated Contract Sections and Conditions to determine whether his work will encounter hazardous materials (asbestos, lead based paint, PCB's, etc.) and shall take all steps to insure his employees are properly trained and equipped

- for any work he must provide where such materials are known or found to exist within the existing facility.
- 6.12.2. The Contractor will not be responsible for the removal of such material by a qualified firm that is acceptable to the Owner and shall notify the Contract Administrator and Engineer if such are encountered as their work progresses.
- 6.13. The Contractor shall provide adequate supervision of their employees to ensure complete and satisfactory performance of all work in accordance with the terms of the contract.
- 6.14. DIG SAFE (if applicable):
- 6.14.1. The Contractor shall pre-mark areas of any intended excavation in accordance with NH PUC 806 and notify NH Dig Safe. The Contractor shall comply with all NH Public Utilities 800, Underground Utility Damage Prevention Program Rules.
- 6.15. The Contractor shall execute the work by methods that minimize raising dust from construction operations. The Contractor shall provide positive means to prevent air borne dust from dispersing into the atmosphere.
- 6.16. The Contractor shall provide methods, means, and facilities to minimize noise from demolition and noise produced by construction operations.
-
- 6.17. The Contractor shall provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.
- 6.18. The Contractor shall comply with pollution and environmental control requirements of authorities having jurisdiction.
- 6.19. The Contractor shall keep the premises free from accumulation of waste materials or rubbish. At the completion of the project, they shall remove all their waste materials and rubbish from and about the project as well as all their tools, construction equipment, machinery any surplus materials and shall leave the premises in a clean and satisfactory condition at all times.
- 6.20. ARC FLASH WARNING STUDY AND LABEL REQUIREMENTS:
- 6.20.1. The Contractor shall ensure that all required arc flash labels for the new distribution panelboard are properly installed. If this requires obtaining an arc flash study, the Contractor shall obtain the study for this panel in accordance with the below:
- 6.20.2. All new and/or modified electrical equipment including control panels, switchboards, panelboards, meter socket enclosures, disconnects, etc., must have an Arc-Flash Hazard Analysis (AFHA) conducted, and shall be field marked to warn qualified personnel of potential electric arc flash hazards. Warning labels shall be clearly visible and shall be provided in accordance with NEC 110.16 and NFPA 70E.
- 6.20.3. All work shall be performed in strict compliance with all applicable local and state codes. In addition, all practices shall be in accordance with the latest editions of the National Electrical Code (NEC) of the NFPA, the National Electrical Safety Code, and OSHA.
- 6.20.4. Provide an ANSI Z535.4 compliant (size 4 in. x 6 in.) thermal transfer or equivalent type two color die cut arc flash label as provided by Dura Label or Brady for each work location analyzed and included in this project. Material type shall be suitable for the locations, i.e.: indoor, outdoor, chemical resistant, etc.
- 6.20.5. If the equipment will be energized prior to the application of the final labels, provide temporary labels until the final labels are applied. Temporary labels do not need to be of the materials specified above. Temporary labels shall be suitable for the environment (example: 110-pound paper or 30-pound paper in a plastic "page protector"). [Note: label information to meet required criteria outlined herein for permanent labeling. Once final labels are available, remove temporary labeling and provide permanent labels as indicated.]
- 6.20.6. The label shall have either an orange header with black lettering and the wording, "WARNING, ARC FLASH HAZARD", or red header with white lettering and the wording, "DANGER, ARC

FLASH HAZARD". Include the ANSI Safety Symbol in the header as recommended. The Danger signal wording shall be provided for all incident energy values calculated greater than 40 Cal/ sq. cm; Warning to be used for all incident energy values calculated less than 40 Cal/ sq. cm. These labels shall include the following information:

- 6.20.6.1. Location designation
 - 6.20.6.2. Shock Hazard Information including Nominal Voltage, Limited Approach, Restricted Approach, and Prohibited Approach.
 - 6.20.6.3. Flash protection boundary
 - 6.20.6.4. Hazard/Risk category (HRC) including PPE Category
 - 6.20.6.5. Incident energy
 - 6.20.6.6. Working distance
 - 6.20.6.7. Reference actual listing of clothing and glove requirements.
- 6.20.7. Labels shall be machine printed, with no field markings. The size of the lettering is to be in accordance with ANSI-Z535.4 recommendations for a safe viewing distance of 3 feet minimum based on favorable viewing conditions and information to be included.
- 6.20.8. Arc Flash labels shall be provided in the following manner and all labels shall be based on recommended over-current device settings. Coordinate the data provided with the Arc Flash Study results and the ANSE labeling requirements.

6.21. WIRE AND CABLE:

- 6.21.1. All cable and wire shall comply with the latest requirements and specifications of the NFPA and/or the Insulated Power Cable Engineers Association (IPCEA) and shall be as manufactured by General Cable, General Electric, Anaconda, Phelps Dodge, or approval equal, unless otherwise specified or indicated.
- 6.21.2. All conductors used in the wiring system shall be soft-drawn copper wire having a conductivity of not less than 98% of that of pure copper, unless otherwise indicated or specified. All conductors shall be stranded. Solid conductors are not acceptable. Aluminum conductors are not permitted.
- 6.21.3. All wire and cable shall be stamped approximately every two feet to indicate voltage, type, temperature rating, UL listing, manufacturers' name, size, etc.
- 6.21.4. All underground conductors shall be installed in conduits. All underground conductors shall enter manholes, enclosures, fixtures, or termination points through a protective conduit sleeve of appropriate size.
- 6.21.5. All cable and wire shall be: 600 volt; installed in approved raceways or conduit; not less than No. 12 AWG (except that No. 14 AWG may be used for control wiring).
- 6.21.6. Insulation for cable and wire shall be as follows:

Interior Wet or Moist Locations	XHHW-2, THWN-2
---------------------------------	----------------
- 6.21.7. All internal wiring to fixtures shall be minimum, No. 14 AWG, silicon rubber insulated (150°C) with minimum 300-volt insulation.
- 6.21.8. All branch circuit wiring from panelboards to any outlet or fixture shall be sized such that the maximum voltage drop at the most remote device does not exceed 5%.
- 6.21.9. The following color codes, as applicable, shall be used for all conductors. The colors must be fast, fadeless, and capable of withstanding cleaning.

208/120V (Three
Phase)

Phase A	Black
Phase B	Red

Phase C Blue
Neutral White
Bond Green

- 6.21.10. All circuit wires shall be tagged in cabinets, pull boxes, etc., with 1/16" thick tags securely fastened to the conductors with a heavy type of linen wrap at time wires are pulled in and tested. Circuit numbers shall be indicated on the tags. Tags shall not be removed for any reason.
- 6.21.11. At least 8" loops or ends shall be left at each outlet for the installation of devices or fixtures. All wires in outlet boxes not for the connection to fixtures at that outlet shall be rolled up, connected together, and taped.
- 6.21.12. Wires and cables shall be carefully handled during installation.
- 6.21.13. When a lubricant is necessary for pulling wires, it must be listed by UL and be of such consistency that it will leave no obstruction or tackiness that will prevent pulling out old wires or pulling in new wires or additional wires. No soap flakes or vegetable soaps will be permitted.
- 6.21.14. Conductors shall be continuous from panelboard to outlet and from outlet to outlet. No splices shall be made except within junction or outlet boxes.
-
- 6.21.15. Splices and taps in wires No. 8 AWG and larger shall be made with crimp-on type connectors designed for the purpose. All connections between wires at fixtures and boxes shall be made with UL approved 600 volt pressure connectors equal to ideal "Wire-Nut" or "Wing-Nut" (for general lighting and receptacles) in dry locations only.
- 6.21.16. Type NM, NMC, AC, or similar cables are not acceptable on this project.
- 6.21.17. All conductors and connections shall be free of grounds, shorts and opens.
- 6.21.18. All wire joints shall be made with a pressure squeezed connector such as T & G Stakon and Ideal, or bolted clamp such as made by Dessert. Twist-on type wire nuts are also permitted for general lighting circuits in dry locations only. Make up to terminals shall be mechanical squeeze connector. Wherever only a screw connector is available, install a conductor terminal like T & G Stakon spade or donut and designed for the application and compression set to the conductor.
- 6.21.19. Cover all joints made with non-insulated clamp devices with Scotch brand plastic electrical tape. Type #88 may be used at any joint and shall be used whenever the temperature of joint or the room is below 50°F. In the summer, or when temperature is above 60°F, new type #33 plus may be used. Triple wrap joints, each wrap having a 50% overlay.
- 6.21.20. OUTLET BOXES (if any):
- 6.21.20.1. All boxes shall be held to wood surfaces by wood screws. On metal surface, boxes shall be held by metal-to-metal screws or by machine bolts.
- 6.21.20.2. Any boxes shall be installed on buildings as surface mounted and shall be cast metal type with integral threaded hubs (style similar to Crouse Hinds FS or FD). "Bell" style boxes will not be approved. Metal shall match the conduit material involved.
- 6.21.20.3. Outlet boxes, if any, installed above accessible ceilings may be sheet metal type of a material that matches the conduit involved, sized per Code.
- 6.21.21. PULL BOXES AND JUNCTION BOXES:
- 6.21.21.1. Provide code sized as required or requested by and coordinated with the Engineer and Contract Administrator. Boxes shall be galvanized steel, furnished with screw fastening covers. Where several feeders or circuits pass through a common pull box, they shall be tagged to clearly indicate their electrical characteristics, circuit number and panel designation. Where pull boxes are required in finished areas, the Contract Administrator shall be consulted as to location, style of cover, and finish of the box. The location shall always be as inconspicuous as possible.

6.21.22. PULLING CABLES:

6.21.22.1. All raceways are to be equipped with conductors. Swab all conduits before cable is drawn into them. Any crushed raceways shall be replaced before drawing in cable. Where cable pulling compounds are required, materials specifically intended for that purpose may be utilized.

6.21.23. DISCONNECTS/ENCLOSED CIRCUIT BREAKERS (if any):

6.21.23.1. Where shown on the Drawings, or when NEC required whether or not shown, install disconnect switches appropriate for the application. When serving motors, they shall be motor rated for the horsepower involved. Those for equipment or physically located outdoors shall be in NEMA 3R painted steel enclosures, or as otherwise indicated on Contract Drawings. All outdoor disconnect switches shall be pad-lockable in the "ON" and in the "OFF" positions. Switches installed indoors may be NEMA 1 enclosed.

6.21.23.2. Switches shall be heavy duty, quick make and break type. They may be non-fused by a solid copper bar, silver plated, heavy duty for motors over 2 HP unless otherwise indicated on the Contract Drawings. They shall be Square D Type HU, or approved equal by Siemens or General Electric.

6.22. Adm 606.05 states, if the Contractor fails to furnish items in accordance with all requirements or specifications of the bid or other term or condition of purchase, including delivery terms, and if the purchasing agent is, as a result thereof, compelled to purchase similar items from another source with or without competitive bidding, the Contractor shall be liable to the state for any excess costs.

7. EMERGENCY REPAIRS:

7.1. Emergency repairs are defined as urgent, have impacted the safety of personnel, or impacted the operational capability of the State and are needed within 24 – 48 hours of notification to the Contractor. The Contractor shall provide repair rates at the hourly rates for the State facilities listed herein. Agencies shall request services by issuing a Request for Quote (RFQ) with scope of work detailing as much information about the repair as available.

7.2. Requests for emergency repairs and/or replace parts shall be approved in advance by the State representative. Materials beyond those identified in a resultant contract shall be invoiced not to exceed 10% above Contractor's cost. Invoices for materials billed using this markup are required to accompany any invoice submission to the State. All replacement parts shall be new and of the same quality as that being replaced. Substitutions will be permitted only with prior authorization of the State representative.

7.3. The Contractor shall, after each scheduled or emergency call and before leaving the job site, present a written summary of the work performed and obtain signature thereon from the State representative.

7.4. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. The Contractor shall employ a sufficient number of trained and certified technicians so that calls of any emergency nature can be answered promptly with the mechanic arriving at the job site no later than three (3) hours after the call is entered. Contractor shall provide a not to exceed estimate before starting any work. If overtime is necessary and is determined to be caused by the Contractor, the State may at their discretion deduct a portion of the additional time.

8. OTHER REPAIRS / REPLACEMENTS (NON-EMERGENCY):

8.1. The Contractor shall provide repair rates at the hourly rates for the State facilities listed herein for other repairs that are not a part of preventative maintenance and are not emergency repairs. Agencies shall request services by issuing a Request for Quote (RFQ) with scope of work detailing as much information about the repair as available.

8.2. Requests for emergency repairs and/or replacement parts shall be approved in advance by the State representative. Materials beyond those identified in a resultant contract shall be invoiced not to exceed 10% above Contractor's cost. Invoices for materials billed using this markup are required to accompany any invoice submission to the State. All replacement parts shall be new and of the same quality as that being replaced. Substitutions will be permitted only with prior authorization of the State representative.

8.3. The Contractor shall, after each visit and before leaving the job site, present a written summary of the work performed and obtain signature thereon from the State representative.

9. ADDITIONAL REQUIREMENTS:

- 9.1. Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:00 P.M. for State business days, 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.
- 9.2. The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency (State).
- 9.3. 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 replace in satisfactory condition all defective work and damages rendered thereby, or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.
- 9.4. ~~The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as 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.~~
- 9.5. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
- 9.6. 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.
- 9.7. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- 9.8. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.
- 9.9. If **sub-contractors** are to be utilized, please include 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.

10. DPW REQUIREMENTS:

- 10.1. Unless an exemption is lawfully in place, individual projects exceeding \$25,000 including all costs associated with any individual project including supervision, labor, materials, equipment, construction equipment, machinery and supplies shall not proceed without the approval of the Department of Public Works.

11. WARRANTY REQUIREMENTS:

The Contractor shall be required to provide warranties on all work performed by the Contractor for a period of not less than six (6) months or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

12. AUDITS AND ACCOUNTING:

- 12.1. The Contractor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this contract.
- 12.2. At intervals during the contract term, and prior to the termination of the contract, the Contractor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

13. ACCOUNT REPRESENTATIVE:

- 13.1. The Contractor shall assign a dedicated account representative and a backup in their absence who will be responsible for the daily administration of this Contract. The account representative shall be familiar with all

Contract requirements to ensure compliance with the terms of the Contract. The account representative shall respond by phone or email to Client Agency inquiries within 24 hours of initial contact or the next business day if after normal business hours. The account representative's responsibilities shall include but not be limited to:

- 13.1.1. Coordinate business review meeting(s) either virtually or on-site with the State held at a cadence requested by the State.
- 13.1.2. Provide recommended process and productivity improvements related to potential cost savings to the State for consideration quarterly.
- 13.1.3. Provide information and product offerings to bring the latest industry ideas and trends to the State as applicable.
- 13.1.4. Provide training on the use of the Contractor's portal as needed with no charge to the State.

14. USAGE REPORTING:

14.1. 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 Jonah Rosa at the Bureau of Purchase and Property and sent electronic to Jonah.L.Rosa@DAS.NH.Gov. At a minimum, the Report shall include:

- 14.1.1. Contract Number
- 14.1.2. Utilizing Agency and Eligible Participant
- 14.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- 14.1.4. 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:
 - 14.1.4.1. Percentage of recycled materials contained within finished products
 - 14.1.4.2. Percentage of waste recycled throughout the manufacturing process
 - 14.1.4.3. Types and volume of packaging used for transport
 - 14.1.4.4. Any associated material avoided and/or recycled as applicable under contract
 - 14.1.4.5. A standardized reporting form will be provided after contract award
- 14.1.5. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- 14.1.6. Preferred in Excel format

15. ESTABLISHMENT OF ACCOUNTS:

15.1. Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the Contractor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under this bid invitation, as if an account already exists for the agency.

16. ELIGIBLE PARTICIPANTS:

16.1. Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the Contractor. The State of New Hampshire assumes no liability between the Contractor and any of these entities.

17. ENVIRONMENTALLY FRIENDLY PRODUCTS:

17.1. In accordance with State of New Hampshire RSA 9-C, the Bureau of Purchase and Property has an obligation to put into practice the interdependent principles of waste reduction, recycling, and recycled products purchasing. Contractors should supply environmentally preferable materials that meet performance requirements wherever practical in the fulfillment of this regulation. Environmentally preferable products and services have characteristics that include, but are not limited to, the following:

- 17.1.1. Energy or water efficient
- 17.1.2. Reusable
- 17.1.3. Recyclable
- 17.1.4. Contains postconsumer recycled materials
- 17.1.5. Produces fewer polluting byproducts or safety hazards during manufacture, use, or disposal
- 17.1.6. Certified by an independent, third-party eco-label (e.g., Green Seal, EcoLogo, etc.)
- 17.2. Suppliers citing environmentally preferred product claims shall follow the Federal Trade Commission's Green Marketing Guidelines and provide proper certification or detailed information on environmental benefits, durability, and recyclable properties.
- 17.3. Whenever possible, Contractors shall eliminate PVC or polystyrene due to environmental and human health concerns. Contractors must notify the State if a product contains mercury and/or PFAS.
- 17.4. To promote fuel efficiency and reduce greenhouse gases and air pollution, Contractors are encouraged to use a SmartWay Transport/Carrier Partner for the shipment or transport of products. A list of SmartWay Transport partners can be found here: <https://www.epa.gov/smartway/smartway-partner-list>.

18. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

- 18.1. The Contractor shall provide all electrical repair services strictly pursuant to, and in conformity with, the specifications described in State RFB 3041-26, as described herein, and under the terms of this Contract.
- 18.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.
- 18.3. 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.
- 18.4. 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](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx).
- 18.5. 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.
- 18.6. 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.

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

- 19.1. 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.

20. CONFIDENTIALITY & CRIMINAL RECORD:

- 20.1. 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.

21. TERMINATION:

- 21.1. The State of New Hampshire shall have the right to terminate any resultant contract at any time with a thirty (30) day written notice to the Contractor.

EXHIBIT C - METHOD OF PAYMENT

22. CONTRACT PRICE:

22.1. The Contractor hereby agrees to provide electrical repair 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 \$900,000.00; 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.

23. PRICING STRUCTURE:

23.1. See Appendix A.

24. PRICE ADJUSTMENTS:

24.1. One the anniversary date of this contract and annually thereafter, the Contractor may request price adjustment, either upward or downward, keyed to the industry changes or general trade. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Jonah Rosa at the Bureau of Purchase & Property, 25 Capitol Street, Concord, NH 03301, or via email at Jonah.L.Rosa@DAS.NH.Gov no less than thirty (30) days prior to the effective date of said price increase. The State reserves the right to reject any price increases it deems unreasonable. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid.

24.2. Documentation of the increase from the manufacturer must accompany the request to support the amount (%) of the requested increase.

24.3. The Bureau of Purchase and Property will monitor other information sources to confirm that contract prices are indeed following market trends in a fair and equitable manner. The State shall have the right to reject any pricing that fails to follow the above principles, and to rebid any part, or the entire contract, if deemed to be in its best interest.

25. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS:

25.1. State will request quotations by providing a SOW describing the services required and the applicable technical qualifications. Contractor must return quotes within three (3) business days. The quoted hourly rates shall not exceed the rates established under this contract. The SOW shall be issued to all Contractors under this contract for a quote. The project engagement will be based upon the lowest qualified cost quote.

25.2. The 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.

26. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

26.1. During the term of contract, the State may purchase other items from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified herein.

27. INVOICE:

27.1. 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.

28. PAYMENT:

28.1. Payment shall not be due until 30 days after the invoice has been received at the agency business office or all items have been delivered, inspected, and accepted by the agency, whichever is later.

28.2. Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the State of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>. Eligible participants shall negotiate their own payment methods with the Contractor.

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 J&S TECHNICAL ELECTRIC LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on October 11, 2024. 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: 974527

Certificate Number: 0007284691



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of September A.D. 2025.

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

David M. Scanlan
Secretary of State



J&S Technical Electric LLC
20 commerce way
Milton, NH 03851
603-652-7664

UNANIMOUS WRITTEN CONSENT
OF MEMBERS IN LIEU OF MEETING

The undersigned, being all the members of J&S Technical Electric LLC, a
New Hampshire

limited liability company J&S Technical Electric LLC, in accordance with the
New Hampshire Revised Limited

Liability Company Act, RSA 304-C:1 et seq., agrees to waive all notice of the
time, place, and purpose of

a meeting of the members of the Company, and hereby adopt the following
resolutions with the same

force and effect as if such resolutions had been adopted at a meeting of members
duly called and

convened for such purpose on the date set forth below, with a full quorum
present and acting

throughout:

RESOLVED, that it is in the best interests of the Company to enter the
transactions

contemplated by that certain Agreement (the "Agreement") to provide certain
electrical repair services to the

State of New Hampshire upon the terms and conditions set forth therein, said
Agreement being awarded

to the Company as the result of State of New Hampshire Contract No. / Bid No.
_3041-26_____.

RESOLVED, that the terms and conditions of the Agreement are hereby
authorized, accepted,

and approved.

RESOLVED, that Kevin Howard II, in their capacity as a member of
the Company, is hereby

authorized to execute and deliver the Agreement in the name, and on behalf, of
the Company.

RESOLVED, that Kevin howard II, in their capacity as a member of
the Company, is hereby

authorized to execute and deliver all such other agreements, documents, or
instruments and to

take such other actions as may be necessary to consummate the transactions
contemplated by the

Agreement.

RESOLVED, that any other actions of Kevin Howard II in furtherance of
the foregoing

resolutions, whether taken before or after the adoption or effectiveness of these
resolutions, are hereby

approved, confirmed, ratified, and adopted.

RESOLVED, that these resolutions may be executed in two or more
counterparts, each of which

shall be deemed an original, but all of which together shall constitute one and the
same instrument.

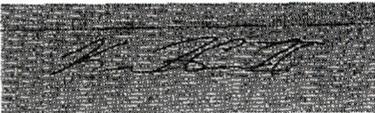
RESOLVED, that a facsimile or portable document format (PDF) signature on
these resolutions

shall be equivalent to, and have the same force and effect as, an original signature; and

RESOLVED, that the foregoing resolutions shall take effect on September 13th, 2023.

CEO: Kevin Howard II

Signature:

A rectangular area containing a handwritten signature in dark ink, which appears to be "K. Howard II". The signature is written in a cursive style.

Date: 9/11/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/08/2025

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

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

PRODUCER Infinger Insurance - Conway 1205 Eastman Road PO Box 300 North Conway NH 03860	CONTACT NAME: Meaghan Walker PHONE (A/C, No, Ext): (603) 447-5123 E-MAIL ADDRESS: mwalker@infingerinsurance.com	FAX (A/C, No): (603) 447-5126
	INSURER(S) AFFORDING COVERAGE	
INSURED J&S Technical Electric LLC PO Box 853 Milton NH 03851	INSURER A: Allmerica Financial Benefit NAIC # 41840	
	INSURER B: Hanover Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2531283494 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Z2V-H953706-03	03/23/2025	03/23/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employment Practices \$ 25,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			AWW-H953705-03	03/23/2025	03/23/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payments \$ 5,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WBV-H953702-03	03/23/2025	03/23/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Operations: Electrical
James Flanagan is Excluded from Workers Compensation coverage.

CERTIFICATE HOLDER State of New Hampshire 25 Capitol Street 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 
--	--