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

August 28, 2026

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 with Cerella Solutions, Inc dba Batteries Plus, (VC#291203), Concord, NH in an amount up to and not to exceed $228,867.54 for batteries with the option to extend for up to an additional two years, effective upon Governor and Executive Council approval through April 30, 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 (DAS), through the Bureau of Purchase and Property (BoPP), issued request for bid (RFB) 3109-26 to replace the expiring contract for Batteries for State of NH agencies. This contract ensures agencies can have continued access for a variety of both common and specialized batteries for uses in operations ranging from office equipment such as mouses and laptops to emergency rescue and safety equipment like headlamps. There were 8 compliant responses received, with Batteries Plus being the lowest overall cost vendor.

Batteries Plus is able to provide all of the requested items and is the lowest cost vendor overall when directly compared to the other bidders. This contract reflects a 5% overall cost avoidance as shown in Batteries Plus's response when compared to the next lowest full coverage bidder. The forecasted spend is calculated from actual expenditures gathered from internal spend tracking reports for the last five years, and includes an annual allowance of 15% for items purchased under the contractor's balance of product line.

Contract financials	
Estimated annual spend	$39,803.05
Estimated 5-year term spend	$199,015.25
Add allowance for balance of product line (15%)	$29,852.29
Price limitation	$228,867.54

Based on the foregoing, I am respectfully recommending approval of the contract with Cerella Solutions, Inc known as Batteries Plus.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Bid Description	Batteries	Agency	Statewide
RFB#	3109-26	Requisition#	N/A
Agent Name	Kevin Buckley	Bid Closing	2/11/2026 @ 11:00 AM

			Cerella Solutions Inc dba Batteries Plus				Shore Power				Green Dream			
Estimated Annual Quantity	**Unit of Measure**	**Product**	**Alternate Size Bid**	**Delivered Unit Price**	**Extended Price**	**Price when adjusted for Qty**	**Alternate Size Bid**	**Delivered Unit Price**	**Extended Price**	**Price when adjusted for Qty**	**Alternate Size Bid**	**Delivered Unit Price**	**Extended Price**	**Price when adjusted for Qty**
310	EA	123 6 Pack		$ 13.00	$4,030.00	$4,030.00		$7.40	$2,294.00	$2,294.00		$26.10	$8,091.00	$8,091.00
15	EA	12V 10Ah F2 Terminals		$ 24.15	$362.25	$362.25		$38.58	$578.70	$578.70		$31.08	$466.20	$466.20
20	EA	12V 12Ah F2 Terminal		$ 25.88	$517.60	$517.60		$30.25	$605.00	$605.00		$27.00	$540.00	$540.00
25	EA	12V 18Ah NB Terminal		$ 39.20	$980.00	$980.00		$43.45	$1,086.25	$1,086.25		$38.88	$972.00	$972.00
30	EA	12V 5Ah F2 Terminals		$ 12.00	$360.00	$360.00		$12.45	$373.50	$373.50		$10.98	$329.40	$329.40
40	EA	12V 7Ah F2 Terminals		$ 13.80	$552.00	$552.00		$15.58	$623.20	$623.20		$13.80	$552.00	$552.00
30	EA	12V 8Ah F2 Terminal		$ 17.14	$514.20	$514.20		$18.38	$551.40	$551.40		$16.32	$489.60	$489.60
15	EA	12V 9Ah F2 Terminals		$ 19.80	$297.00	$297.00		$19.11	$286.65	$286.65		$16.98	$254.70	$254.70
15	EA	1632 6 Pack		$ 6.75	$101.25	$101.25		$6.16	$92.40	$92.40		$25.14	$377.10	$377.10
65	EA	2032 5 Pack		$ 6.38	$414.70	$414.70		$1.55	$100.75	$100.75		$14.44	$938.34	$938.34
550	EA	2450 10 Pack		$ 1.80	$990.00	$990.00		$11.05	$6,077.50	$6,077.50		$5.94	$3,267.00	$3,267.00
20	EA	5155/S Lithium		$ 7.50	$150.00	$150.00		$6.95	$139.00	$139.00		$9.54	$190.80	$190.80
20	EA	6V 12Ah F Terminals		$ 18.00	$360.00	$360.00		$16.98	$339.60	$339.60		$15.06	$301.20	$301.20
75	EA	6V Alkaline		$ 9.25	$693.75	$693.75		$3.81	$285.75	$285.75		$7.19	$539.25	$539.25
60	EA	6V Lantern Battery		$ 9.25	$555.00	$555.00		$4.30	$258.00	$258.00		$5.40	$324.00	$324.00
80	EA	9V 12 Pack		$ 13.50	$1,080.00	$1,080.00		$16.69	$1,335.20	$1,335.20		$27.54	$2,203.20	$2,203.20
780	EA	AA 10 Pack	8-pack	$ 3.45	$2,691.00	$3,363.75		$3.29	$2,566.20	$2,566.20		$15.54	$12,121.20	$12,121.20
650	EA	AA 20 Pack	24-Pack	$ 7.20	$4,680.00	$3,902.40			$0.00	$3,902.40		$16.79	$10,912.20	$10,912.20
700	EA	AA 24 Pack		$ 7.20	$5,040.00	$5,040.00		$9.05	$6,335.00	$6,335.00		$14.34	$10,038.00	$10,038.00
480	EA	AAA 24 Pack		$ 7.20	$3,456.00	$3,456.00		$9.05	$4,344.00	$4,344.00		$14.34	$6,883.20	$6,883.20
185	EA	AAA 8 Pack	8-Pack	$ 3.45	$638.25	$638.25		$3.21	$593.85	$593.85		$5.28	$976.80	$976.80
95	EA	C 12 Pack		$ 13.00	$1,235.00	$1,235.00		$10.13	$962.35	$962.35		$17.39	$1,651.86	$1,651.86
35	EA	C 72 Pack		$ 78.00	$2,730.00	$2,730.00		$59.29	$2,075.15	$2,075.15		$90.72	$3,175.20	$3,175.20
15	EA	COT10054		$ 10.50	$157.50	$157.50			$0.00	$157.50		$22.22	$333.36	$333.36

			Cerella Solutions Inc dba Batteries Plus				Shore Power				Green Dream			
30	EA	CR123 12 Pack		$ 28.00	$840.00	$840.00		$14.30	$429.00	$429.00		$40.62	$1,218.60	$1,218.60
110	EA	CR123 2 Pack		$ 5.50	$605.00	$605.00		$2.60	$286.00	$286.00		$8.34	$917.40	$917.40
15	EA	CR2025 6 Pack	10-Pack	$ 6.75	$101.25	$60.75		$4.99	$74.85	$74.85		$19.68	$295.20	$295.20
70	EA	CR2032 6 Pack		$ 6.75	$472.50	$472.50		$5.52	$386.40	$386.40		$25.14	$1,759.80	$1,759.80
680	EA	CR2450 Each		$ 1.80	$1,224.00	$1,224.00		$1.17	$795.60	$795.60		$5.94	$4,039.20	$4,039.20
160	EA	D 12 Pack		$ 15.00	$2,400.00	$2,400.00		$14.65	$2,344.00	$2,344.00		$16.56	$2,649.60	$2,649.60
15	EA	Lithium AA 24 Pack		$ 59.99	$899.85	$899.85		$59.05	$885.75	$885.75		$72.58	$1,088.64	$1,088.64
65	EA	Lithium AA 4 Pack		$ 12.62	$820.30	$820.30		$10.05	$653.25	$653.25		$15.54	$1,010.10	$1,010.10
		Estimated Annual Spend				$39,803.05				$41,818.20				$78,906.15
		Estimated 5-Year Term Spend				$199,015.25				$209,091.00				$394,530.75
		Balance of Product Line				$29,852.29				$31,363.65				$59,179.61
		Price Limitation				$228,867.54				$240,454.65				$453,710.36

Recommendation Summary		
Statewide Contract or Amendment	Statewide	
Term of Contract	5 years	
Price Limitation	$228,867.54	
Number of Compliant Solicitations Received	8	
Number of Sourced bidders	16	
Number of NIGP Vendors Sourced	194	
Number of non-responsive bidders	202	
P-37 Checklist Complete	Yes	
D&B Report On File	Yes	
Confirmed Vendor is not debarred or suspended (Sam.gov)	Yes	
Method of Payment (P-card/ACH)	P-Card	
FOB Delivered	Yes	
Total Cost Savings/Increase ($/%)	-$11,587.11	-5%
Special Notes: Shore Power did not bid on AA20 Pack or COT1005, but Batteries Plus pricing was added in to give a more direct overall price comparison to Batteries Plus. In additional to being the lowest overall vendor (more than half of products lower than next lowest vendor), Batteries Plus is able to provide all of the requested items. A BAFO was performed with Batterties Plus to ensure best pricing. Tourbillon submitted a response but withdrew.		

Indicates Award:

			North East				S3 Tech				Accumovers				Lawson			
Estimated Annual Quantity	**Unit of Measure**	**Product**	**Alternate Size Bid**	**Delivered Unit Price**	**Extended Price**	**Price when adjusted for Qty**	**Alternate Size Bid**	**Delivered Unit Price**	**Extended Price**	**Price when adjusted for Qty**	**Alternate Size Bid**	**Delivered Unit Price**	**Extended Price**	**Price when adjusted for Qty**	**Alternate Size Bid**	**Delivered Unit Price**	**Extended Price**	**Price when adjusted for Qty**
650	EA	AA 20 Pack	12 Pack	$31.63	$9,805.30	$4,902.65		$27.26	$8,450.60	$8,450.60		32.44	$10,056.40	$10,056.40	2	$ 36.36	$ 11,271.60	$33,814.80
550	EA	2450 10 Pack		$23.75	$356.25	$356.25		$32.21	$483.15	$483.15		59.98	$899.70	$899.70	N/A		No Bid	No Bid
75	EA	6V Alkaline		$23.79	$475.80	$23.79		$37.16	$743.20	$743.20		59.98	$1,199.60	$1,199.60	N/A		No Bid	No Bid
60	EA	6V Lantern Battery		$30.83	$770.75	$30.83		$49.56	$1,239.00	$1,239.00		76.2	$1,905.00	$1,905.00	N/A		No Bid	No Bid
310	EA	123 6 Pack		$9.46	$283.80	$283.80		$22.30	$669.00	$669.00		19.98	$599.40	$599.40	N/A		No Bid	No Bid
15	EA	COT10054		$14.22	$568.80	$568.80		$24.78	$991.20	$991.20		39.98	$1,599.20	$1,599.20	N/A		No Bid	No Bid
80	EA	9V 12 Pack		$14.22	$426.60	$426.60		$27.26	$817.80	$817.80		25.98	$779.40	$779.40	N/A		No Bid	No Bid
30	EA	CR123 12 Pack		$16.07	$241.05	$241.05		$3.98	$59.70	$59.70	2pack	79.8	$1,197.00	$638.40	N/A		No Bid	No Bid
65	EA	2032 5 Pack	1 Pack	$2.45	$36.75	$220.50		$26.03	$390.45	$390.45		19.98	$299.70	$299.70	1	$ 19.20	$ 288.00	$1,728.00
110	EA	CR123 2 Pack	ECRN2032 - 5 Pack	$0.87	$56.55	$56.55		$14.88	$967.20	$967.20	10 pack	11.98	$778.70	$395.34	2	$ 5.52	$ 358.80	$899.76
680	EA	CR2450 Each	1 Pack	$2.46	$1,353.00	$13,530.00		$6.21	$3,415.50	$3,415.50		17.98	$9,889.00	$9,889.00	1	$ 50.50	$ 27,775.00	$277,750.00
30	EA	12V 5Ah F2 Terminals	1 Pack	$25.00	$500.00	$500.00		$9.92	$198.40	$198.40	250+ pack	11.64	$232.80	$11.64	N/A		No Bid	No Bid
15	EA	12V 9Ah F2 Terminals		$14.23	$284.60	$284.60		$27.26	$545.20	$545.20		29.9	$598.00	$598.00	N/A		No Bid	No Bid
20	EA	5155/S Lithium	1 Pack	$7.14	$535.50	$535.50		$6.20	$465.00	$465.00		23.6	$1,770.00	$1,770.00	N/A		No Bid	No Bid
40	EA	12V 7Ah F2 Terminals		$9.58	$574.80	$574.80		$11.16	$669.60	$669.60		19.98	$1,198.80	$1,198.80	1	$ 4.75	$ 285.00	$285.00
15	EA	1632 6 Pack	ROV AL9V-12 Pack	$14.29	$1,143.20	$1,143.20		$28.50	$2,280.00	$2,280.00		34.98	$2,798.40	$2,798.40	6	$ 42.72	$ 3,417.60	$6,835.20
25	EA	12V 18Ah NB Terminal	8 Pack	$33.14	$25,849.20	$32,311.50		$16.10	$12,558.00	$12,558.00	14 Pack	17.98	$14,024.40	$10,032.84	4	$ 7.56	$ 5,896.80	$14,742.00
30	EA	12V 8Ah F2 Terminal	24 Pack	$8.29	$5,388.50	$4,493.18		$17.36	$11,284.00	$11,284.00		17.66	$11,479.00	$11,479.00	N/A		No Bid	No Bid
15	EA	CR2025 6 Pack	ROV ALAA-24 Pack	$8.28	$5,796.00	$5,796.00		$14.88	$10,416.00	$10,416.00		23.98	$16,786.00	$16,786.00	24	$ 15.12	$ 10,584.00	$10,584.00
20	EA	12V 12Ah F2 Terminal	ROV AL-AAA-24	$8.29	$3,979.20	$3,979.20		$14.87	$7,137.60	$7,137.60	28 Pack	17.98	$8,630.40	$7,407.76	24	$ 15.36	$ 7,372.80	$7,372.80
20	EA	6V 12Ah F Terminals	ROV ALAAA-8	$2.76	$510.60	$510.60		$5.58	$1,032.30	$1,032.30		5.94	$1,098.90	$1,098.90	4	$ 5.28	$ 976.80	$1,953.60
65	EA	Lithium AA 4 Pack	ROV ALC-12	$8.57	$814.15	$814.15		$18.59	$1,766.05	$1,766.05		35.96	$3,416.20	$3,416.20	12	$ 17.04	$ 1,618.80	$1,618.80
95	EA	C 12 Pack	12 Pack	$9.29	$325.15	$1,950.90		$94.16	$3,295.60	$3,295.60		140	$4,900.00	$4,900.00	12	$ 102.24	$ 3,578.40	$21,470.40
15	EA	Lithium AA 24 Pack	1 Pack		$0.00			$23.55	$353.25	$353.25		35.9	$538.50	$538.50	N/A			$174.90

			North East				S3 Tech				Accumovers				Lawson			
35	EA	C 72 Pack	ELN123-12 Pack	$31.63	$948.90	$948.90		$42.14	$1,264.20	$1,264.20		37.98	$1,139.40	$1,139.40	12	$ 110.52	$ 3,315.60	$3,315.60
15	EA	12V 10Ah F2 Terminals	RL123A-2 Pack	$5.82	$640.20	$640.20		$8.68	$954.80	$954.80		17.76	$1,953.60	$1,953.60	N/A		$ -	$561.00
185	EA	AAA 8 Pack	5 Pack	$0.87	$13.05	$15.66		$6.20	$93.00	$93.00		8.78	$131.70	$131.70	2	$ 16.26	$ 243.90	$731.70
70	EA	CR2032 6 Pack	2 Pack	$4.70	$329.00	$987.00		$7.33	$513.10	$513.10		8.1	$567.00	$567.00	2	$ 16.98	$ 1,188.60	$3,565.80
780	EA	AA 10 Pack	2450 1 Pack	$2.46	$1,672.80	$1,672.80		$6.14	$4,175.20	$4,175.20		9.58	$6,514.40	$6,514.40	1	$ 5.05	$ 3,434.00	$3,434.00
160	EA	D 12 Pack	ROV ALD-12	$13.00	$2,080.00	$2,080.00		$17.35	$2,776.00	$2,776.00		41.98	$6,716.80	$6,716.80	12	$ 24.72	$ 3,955.20	$3,955.20
480	EA	AAA 24 Pack	ENR LN91	$53.71	$805.65	$805.65		$75.58	$1,133.70	$1,133.70		59.92	$898.80	$898.80	20	$ 83.00	$ 1,245.00	$1,494.00
700	EA	AA 24 Pack	Lithium AA 4	$14.37	$934.05	$934.05		$17.35	$1,127.75	$1,127.75		20.98	$1,363.70	$1,363.70	4	$ 15.88	$ 1,032.20	$1,032.20
Estimated Annual Spend						$81,618.71				$82,265.55				$109,582.58				$397,318.76
Estimated term spend						$408,093.55				$411,327.75				$547,912.90				$1,986,593.80
Add allowance for balance of						$61,214.03				$61,699.16				$82,186.94				$297,989.07
Recommended price limitation						$469,307.58				$473,026.91				$630,099.84				$2,284,582.87

Tourbillon			
Alternate Size Bid	**Delivered Unit Price**	**Extended Price**	**Price when adjusted for Qty**
Vendor Bid Withdrawn			

Tourbillon
Vendor Bid Withdrawn
Vendor Bid Withdrawn

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 – Contract #8003820

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 Cerella Solutions, Inc dba Batteries Plus	1.4 Contractor Address 80 S. Main St. Unit D Concord, NH 03301
1.5 Contractor Phone Number 603-333-2915 / 1.6 Account Unit and Class Various	1.7 Completion Date April 30, 2031 / 1.8 Price Limitation $228,867.54
1.9 Contracting Officer for State Agency Gary Lunetta	1.10 State Agency Telephone Number 603 271 2201
1.11 Contractor Signature Date: 7/24/26	1.12 Name and Title of Contractor Signatory JERISE MARES, PRESIDENT STOCKHOLDER 100%
1.13 State Agency Signature Date: 10/6/26	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: J.D. Lavallee	On: 10/20/2026
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:	G&C Meeting Date:

Contractor Initials

Date 7/24/26

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.

Contractor Initials [signature]

Date 7/24/26

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.

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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.

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EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

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EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

1.1. Cerella Solutions, Inc dba Batteries Plus. (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 Batteries items in accordance with the bid submission in response to State Request for Bid 3109-26 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 Pricing 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 "Pricing List."

3. TERM OF CONTRACT:

3.1. The term of the contract shall commence upon approval of the Governor and Executive Council, through April 30, 2031.

3.2. The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services/Governor and Executive Council.

3.3. The maximum term of the Contract (including all extensions) cannot exceed seven (7) years.

4. SPECIFICATIONS:

4.1. Complete specifications required are detailed in Appendix A "Pricing List".

5. SCOPE OF WORK:

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

5.2. Unless otherwise specified herein, all deliveries 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. No premium charges shall be paid for any off-hour work. All references to the time of day are Eastern Standard Time (EST).

5.3. 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.

5.4. 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.

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

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5.6. 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.

5.7. All personnel shall observe all regulations or special restrictions in effect at the State Agency.

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

5.9. Delivery shall be made as ordered and in accordance with the terms specified herein. Unless otherwise specified by the State in writing, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of product from the carrier and placement on the State loading dock or receiving platform. The State receiving personnel are not required to assist in this process. Reasonable compliance with delivery terms shall be final and binding and the burden of proof of proper receipt of the order shall rest with the Contractor.

5.10. Label, package and palletize all orders in accordance with industry standard to ensure safe handling and proper and timely delivery. If a shipment is not on pallets or properly palletized at the time of delivery, the Contractor shall be responsible to palletize all products at the delivery Site. Contractor shall pick up all empty pallets on the next scheduled delivery day.

5.11. Ordering System: Ordering system must be web-based and accessible to the State at all times. Ordering and inventory system must be capable of electronic order approval process and must have an email-based notification function. The ordering system must contain a field where the State can enter their 7-digit Purchase Order number. Contractor shall provide training, on-site or virtual, as requested by the State, on how to use the system at no additional cost. Preferred ordering system capabilities and functionality includes, but is not limited to:

5.11.1. Web-based, Inventory control capabilities

5.11.2. ability to interface with different point of sales systems

5.11.3. ability to use on multiple devices to include but not limited to tablets, iPhones

5.11.4. ability to include reference numbers

5.11.5. ability to provide a variety of reports including dashboard reporting

5.11.6. ability to edit, cancel orders, print orders, order tracking functionality, ability to split orders, and online help features.

5.11.7. Nutrition information and analysis for products must be included

5.12. Product information must be clearly identified on packaging.

5.13. All orders shall be inspected and accepted by the State authorized representative by signing and dating the Contractor's delivery ticket. Delivery ticket must include date of delivery, location of delivery, itemized by product description, product number, and quantity delivered at a minimum.

5.14. Recalls: Contractor shall have the ability to track all products ordered and delivered. The Contractor shall have a product recall program that provides for notification within twenty-four (24) hours of the recall to the State which has received the recalled products. The Contractor shall pick up and replace all products that are subject to the recall at no additional cost to the State. Recalled products that are returned shall be credited on the next invoice.

5.15. Sample products for evaluation: All products offered under this contract may be selected by the State at any time, prior to or throughout the term of the contract, to provide for examination and testing. Samples shall be clearly labeled as to the contents and supplier. Samples submitted shall be the same product to be delivered under this contract. All samples must be provided at no charge to the State.

5.16. Deliveries missed due to inclement weather, breakdowns or other unforeseen condition must be rescheduled to the next business day.

5.17. Contractor shall notify the State of any holiday changes or lengthy closures in writing at least 21 calendar days prior to the holiday or closure.

5.18. Permanent modifications to the delivery schedule shall be approved by the State in writing before changes are implemented.

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6. **BACKORDERS AND SUBSTITUTIONS:**

6.1. The Contractor shall maintain adequate inventory levels to avoid out-of-stock situations. Any out-of-stock products must be communicated to the requestor within 24 hours of the placement of the order. No substitutions shall be made without the written consent of the State.

6.2. Items ordered but not delivered in error by the Contractor shall be credited on the next invoice or products delivered at a later date as mutually agreed upon in writing.

6.3. The Contractor shall notify the State Contracting Officer of any items no longer available and provide a recommended replacement.

7. **RETURNED GOODS:**

7.1. The Contractor shall provide credit and/or replacement of products that are delivered spoiled, outdated, damaged or defective, or products shipped in error by the Contractor within 10 business days of receipt and at no cost to the State. The Contractor may elect to dispose of product rather than return items to them with no charge to the State if products are delivered spoiled, outdated, damaged or defective, or products shipped in error by the Contractor. The Contractor shall accept returns of non-perishable items if ordered in error by the State at a date agreed upon in writing by both parties or at the next delivery date. All items being returned shall be kept in the appropriate climate-controlled storage by the State until the agreed upon return date.

7.2. Non-perishable products ordered in error by the State shall be returned at a date agreed upon in writing by both parties or at the next delivery date for full credit on the next invoice. Products shall be in re-saleable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the Contractor.

8. **PERFORMANCE GUARANTEES:**

8.1. Contractor shall meet the following performance metrics and objectives, and report outcomes to the State quarterly on June 1st (period of February 1 through April 30), September 1st (period of May 1 through July 31), December 1st (period of August 1 through October 31), and March 1st (period of November 1 through January 31) of each year.

8.2. Failure to meet any one or more of the performance guarantees shall result in a 2% rebate of the sum of the total orders made by the State for the reporting period in which the failure occurred. Any penalties due to the State shall be remitted on a separate check to the corresponding agency business office, and not as an invoice credit, no later than sixty (60) days after the close of the period in which the failure occurred.

8.2.1. On-time delivery: Ninety-five percent (95%). Unexpected circumstances like inclement weather and vehicle breakdowns/accidents are excluded.

8.2.2. Fill Rate: Ninety percent (90%) including substitutes.

8.2.3. Error reporting (miss picks, invoice accuracy):

8.2.3.1. Miss Picks: Two (2) per one thousand (1,000) cases.

9. **DELIVERY LOCATIONS:**

9.1. Delivery locations are throughout the State of New Hampshire

10. **DELIVERY:**

10.1. The Contractor shall be required to accomplish delivery of any item ordered under the contract within five (5) business days from the placement of the order.

10.2. The use of a private carrier to make delivery does not relieve the Contractor from the responsibility of meeting the delivery requirement.

11. **ADDITIONAL REQUIREMENTS:**

11.1. The State, in its sole discretion, may setoff and withhold (1) any costs or expenses including but not limited to costs or expenses such as overtime, that the State incurs resulting from the Contractor's unexcused breach under this contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts of whatever nature that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under this Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff and to withhold

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shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of this contract, all of which shall survive any setoffs and withholdings by the State.

11.2. 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).

11.3. 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.

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

11.5. 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.

11.6. All personnel shall observe all regulations or special restrictions in effect at the State Agency.

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

12. ACCOUNT REPRESENTATIVE:

12.1. 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:

12.1.1. Coordinate business review meeting(s) either virtually or on-site with the State held at a cadence requested by the State.

12.1.2. Provide recommended process and productivity improvements related to potential cost savings to the State for consideration quarterly.

12.1.3. Provide information and product offerings to bring the latest industry ideas to the State as applicable.

12.1.4. Provide training on the use of the Contractor's portal as needed with no charge to the State.

13. USAGE REPORTING:

13.1. 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 the Bureau of Purchase and Property, Matthew Russell and sent electronic to Matthew.J.Russell@DAS.NH.Gov. At a minimum, the Report shall include:

13.1.1. Contract Number

13.1.2. Utilizing Agency and Eligible Participant

13.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)

13.1.4. 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:

13.1.4.1. Percentage of recycled materials contained within finished products

13.1.4.2. Percentage of waste recycled throughout the manufacturing process

13.1.4.3. Types and volume of packaging used for transport

13.1.4.4. Any associated material avoided and/or recycled as applicable under contract

13.1.4.5. A standardized reporting form will be provided after contract award

13.1.5. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.

13.1.6. Preferred in Excel format

14. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

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14.1. The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #3109-26, as described herein, and under the terms of this Contract.

14.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

14.3. 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.

14.4. 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(q0fzcv55qhacqs45jpyq5i45))/welcome.aspx.

14.5. 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.

14.6. 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.

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

15.1. 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.

16. CONFIDENTIALITY & CRIMINAL RECORD:

16.1. 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.

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EXHIBIT C - METHOD OF PAYMENT

17. CONTRACT PRICE:

17.1. The Contractor hereby agrees to provide Batteries in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of $228,867.54; 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.

18. PRICING STRUCTURE:

18.1. See Appendix A.

19. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

19.1. 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 "Bid Prices".

20. INVOICE:

20.1. Itemized invoices shall be submitted to the using agency after delivery of the products and include the following at a minimum:

- 20.1.1. State of NH purchase order (PO) number if applicable
- 20.1.2. State of NH contract number
- 20.1.3. State of NH ordering agency information
  - 20.1.3.1. Name and contact information of ordering individual
  - 20.1.3.2. Name of ordering state agency / department
  - 20.1.3.3. Address of ordering state agency / department
  - 20.1.3.4. Name and contact information of ordering state agency accounts payable office
- 20.1.4. Date of purchase
- 20.1.5. Date of delivery
- 20.1.6. Contractor order number
- 20.1.7. Contractor account representative name and contact information
- 20.1.8. Product description, quantity ordered, quantity delivered, unit price, total price for payment
- 20.1.9. Items backordered and their delivery date

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

21. PAYMENT:

21.1. 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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	8003820 Appendix A	
Unit of Measurement	**Product**	**Price**
EA	123 6 Pack	$13.00
EA	12V 10Ah F2 Terminals	$24.15
EA	12V 12Ah F2 Terminal	$25.88
EA	12V 18Ah NB Terminal	$39.20
EA	12V 5Ah F2 Terminals	$12.00
EA	12V 7Ah F2 Terminals	$13.80
EA	12V 8Ah F2 Terminal	$17.14
EA	12V 9Ah F2 Terminals	$19.80
EA	1632 6 Pack	$6.75
EA	2032 5 Pack	$6.38
EA	2450 10 Pack	$1.80
EA	5155/S Lithium	$7.50
EA	6V 12Ah F Terminals	$18.00
EA	6V Alkaline	$9.25
EA	6V Lantern Battery	$9.25
EA	9V 12 Pack	$13.50
EA	AA 8 Pack	$3.45
EA	AA 24 Pack	$7.20
EA	AA 24 Pack	$7.20
EA	AAA 24 Pack	$7.20
EA	AAA 8 Pack	$3.45
EA	C 12 Pack	$13.00
EA	C 72 Pack	$78.00
EA	COT10054	$10.50
EA	CR123 12 Pack	$28.00
EA	CR123 2 Pack	$5.50
EA	CR2025 10 Pack	$6.75
EA	CR2032 6 Pack	$6.75
EA	CR2450 Each	$1.80
EA	D 12 Pack	$15.00
EA	Lithium AA 24 Pack	$59.99
EA	Lithium AA 4 Pack	$12.62

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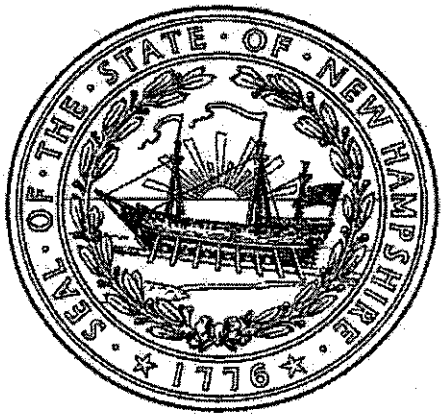
State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CERELLA SOLUTIONS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on November 25, 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: **977916**

Certificate Number: **0007957054**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of June A.D. 2026.

David M. Scanlan

Secretary of State

ACTION BY WRITTEN CONSENT OF SOLE DIRECTOR

— OF —

CERELLA SOLUTIONS, INC.

I, Jerise Mares, certify I am the sole director of CERELLA SOLUTIONS, INC., a New Hampshire corporation (the "Corporation"), and hereby consent to the adoption of the following resolutions:

RESOLVED, that it is in the best interests of the Corporation to enter into the transactions contemplated by that certain Agreement (the "Agreement") for Batteries to be provided to the State of New Hampshire upon the terms and conditions set forth therein, said Agreement being awarded to the Corporation as the result of State of New Hampshire Contract No. / Bid No. 3109-26;

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

RESOLVED, that Jerise Mares, is hereby authorized to execute and deliver the Agreement in the name of and on behalf of the Corporation together with any and 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 Jerise Mares 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 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, retroactively, on July 24, 2026.

Jerise Mares Sole Director
CERELLA SOLUTIONS, INC.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/29/2026

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

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

PRODUCER	CONTACT NAME: Jody Plante	
Tinglof Insurance LLC PO Box 5 Merrimack NH 03054	PHONE (A/C, No, Ext): 603-424-9428	FAX (A/C, No): 6034249423
	E-MAIL ADDRESS: jody@tinglofinsurnace.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Concord Group Ins	
INSURED Cerrella Solutions Inc 80 S Main St Unit D Concord, NH 03301-4836	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			20066783	04/19/2026	04/19/2027	EACH OCCURRENCE	$	2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	50,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	2,000,000
							GENERAL AGGREGATE	$	4,000,000
							PRODUCTS - COMP/OP AGG	$	4,000,000
								$	
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			20064556	04/19/2026	04/19/2027	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
							comp/collision deductil	$	500/500
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$	
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	
	[ ] DED [ ] RETENTION $							$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS [ ] OTH-ER		
							E.L. EACH ACCIDENT	$	
							E.L. DISEASE - EA EMPLOYEE	$	
							E.L. DISEASE - POLICY LIMIT	$	

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

Batteries Plus

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/05/2026

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	CONTACT NAME:	
AP Intego Insurance Group, LLC 1075 Main Street, Suite 220 Waltham, MA 02451	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: support@apintego.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Next Insurance US Company	16285
INSURED Cerella Solutions Inc. 239 Loudon Rd Concord NH 03301	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A		NXTW7THHQD-01-WC	06/04/2026	06/04/2027	☒ PER STATUTE ☐ OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							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)

CERTIFICATE HOLDER

Proof of Coverage

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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