

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

OFFICE OF THE COMMISSIONER 25 Capitol Street - Room 120 Concord, New Hampshire 03301



JOSEPH B. BOUCHARD Assistant Commissioner (603) 271-3204

May 1, 2013

Her Excellency, Governor Margaret Wood Hassan and the Honorable Council State House Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to amend its contract with Weld Power Service Co., of 14 Technology Drive, Auburn MA (VC 208300), originally approved by Governor and Council on November 14, 2012, item #16, to add and remove locations for generator maintenance services. All other terms and conditions shall remain in full force and effect. This amendment will be effective upon Governor and Executive Council approval through December 31, 2015 with no additional funding required.

EXPLANATION

This contract provides state agencies with access to service related to generators including preventive maintenance and miscellaneous repair, emergency calls and rental of temporary generators. The contract provides agencies with the ability to add and/or remove locations within the specified service area at quoted prices. This request is to amend the contract by adding Four (4) new locations not originally identified in the original bid or were covered under existing warranty from purchase at the time of bid and removing two (2) locations, which have been removed from service. These locations are being awarded to Weld Power Service Company because they were awarded the original bid for that location of the State. The prices are comparable to other locations in the current contract.

Respectfully Submitted,

Sinla mettoglow

Linda M. Hodgdon

Commissioner

FIRST AMENDMENT TO THE CONTRACT BY AND BETWEEN WELD POWER SERVICE CO AND THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES, FOR GENERATOR MAINTENANCE SERVICES

This First Amendment (hereinafter referred to as the "Amendment"), dated this <u>24</u> day of April 2013, is by and between the State of New Hampshire, Department of Administrative Services, (hereinafter referred to as "the State") and Weld Power Service Co. (hereinafter referred to as "the Contractor") for generator maintenance services.

WHEREAS, pursuant to an agreement effective November 14, 2012 and set to expire February 28, 2015 (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain preventive maintenance, inspection, repairs, emergency calls and temporary rental of generators for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties and only after approval of such amendment; and

WHEREAS, the Contractor and the State hereby agree to amend the Agreement as stated herein; and

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amend Attachment A., as follows to Delete the following locations as it is no longer in service:

Facility Name/Address

NHDOT District 4 – Shed 415

565 Fitchburg Rd

Greenville NH

Qty	MFR	Model #	Fuel Source	Cost Per Year
1	Onan	3CR/22650V	Propane	\$330.00

2. Amend Attachment A., as follows to Delete the following location as it is no longer in service:

Facility Name/Address

NH Dept of Revenue

100 Pleasant Street

Concord NH

Qty	MFR	Model #	Fuel Source	Cost Per Year
1	Siemens	ST02016GNSN	Diesel	\$295.00

Contractor's Initials (

Date 4/24/13

3. Amend Attachment A., as follows to add the following location as it was not reported in original survey of need:

Facility Name/Address
NH Employment Security
6 Townsend West
Nashua NH

Qty	MFR	Model #	Fuel Source	Annual Cost (1/1/13 – 12/31/13)	Annual Cost (1/1/14 – 12/31/14)	Annual Cost (1/1/15 – 12/31/15)
1	Kohler	250 kW REOZJE	Diesel	\$650.00	\$650.00	\$650.00

4. Amend Attachment A., as follows to add the following location as it was not reported in original survey of need and covered under warranty:

Facility Name/Address
NH Veteran's Home
139 Winter Street

Tilton NH

Qty	MFR	Model #	Fuel Source	Annual Cost (1/1/13 – 12/31/13)	Annual Cost (1/1/14 – 12/31/14)	Annual Cost (1/1/15 – 12/31/15)
1	Olympian	100KW/D100P1	#2 Fuel	N/A	\$450.00	\$450.00
1	Clarke	VMFP04HN	Diesel	N/A	\$450.00	\$450.00
1	Caterpillar	450KW C15	Ultra Low Sulfer Diesel	N/A	\$450.00	\$450.00

5. Amend Attachment A., as follows to add the following location as it was not reported in original survey of need:

Facility Name/Address
DRED SUMMIT OF Mt. Pitcher
Rte 123 N
Stoddard NH

Qty	MFR	Model #	Fuel Source	Annual Cost (1/1/13 – 12/31/13)	Annual Cost (1/1/14 – 12/31/14)	Annual Cost (1/1/15 – 12/31/15]
1	CAT Olympian	G35LG	LP	\$800.00	\$800.00	\$800.00

Contractor's Initials 2

Date <u>4/24/</u>1

6. Amend Attachment A., as follows to add the following location as it was not reported in original survey of need:

Facility Name/Address
DRED SUMMIT of Kearsarge Mt
Kearsarge Road
Wilmont NH

Qty	MFR	Model #	Fuel Source	Annual Cost (1/1/13 – 12/31/13)	Annual Cost (1/1/14 – 12/31/14)	Annual Cost (1/1/15 – 12/31/15)
1	CAT Olympian	G60LG	LP	\$410.00	\$410.00	\$410.00

7. All other provisions of the Agreement approved by the Governor and Executive Council on November 14, 2012 shall remain in full force and effect.

WELD POWER GENERATOR SERVCE CO.	STATE OF NEW HAMPSHIRE
By: Poterson (Print Name) Title: Director of Marketing/Sales Date: 4/24/13	By: Linda M. Hodgdon (Print Name) Title: Commissioner Department of Administrative Svcs. Date:
NOTARY PUBLIC/JUSTICE OF THE PEACE	OFFICE OF THE ATTORNEY GENERAL
On the 24th day of April , 2013, There appeared before me, the state and county foresaid a person who satisfactorily identified himself as	By: Cosma Frat Rosemary Wiant (Print Name) Title: Assistant Attorney General Date: 5-7-13
And acknowledge that he executed this document indicated above. In witness thereof, I hereunto set my hand and official seal.	The foregoing contract was approved by the Governor and Council of New Hampshire on
(Notary Public/Justice of the Peace)	Signed:,
My commission expires: S 9 (Date) DELANG DE	(Print Name) Title:



CORPORATE RESOLUTION

Resolved, that Weld Power Service Company enter into a First Amendment to the contract with New Hampshire Division of Plant & Property Management (Multiple Sites) for general purposes of Generator Preventative Maintenance and all upon such terms and conditions as are set forth in an agreement between the parties as annexed hereto.

The undersigned hereby certifies that Marcie Peterson is the duly elected and qualified Contract Manager and authorized to enter in the above stated contract on behalf of Weld Power Service Company, a corporation duly formed pursuant to the laws of the state of Massachusetts and that the foregoing is a true record of a resolution duly adopted at a meeting of the President & Owner and that said meeting was held in accordance with state law and Bylaws of the above-named Corporation on April 24, 2013, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Director of Marketing & Sales and have hereunto affixed the corporate seal of the above named Corporation this April 24th of 2013.

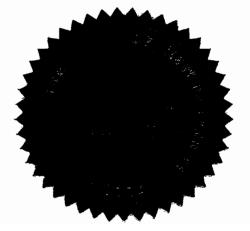
Tim Geary

President

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Weld Power Service Company, Inc. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on July 28, 2010. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of May, A.D. 2013

William M. Gardner Secretary of State

Client#: 14752 **WELPO**

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2012

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).

	AANTAAT	
PRODUCER	CONTACT Bonnie LaRue	
Sullivan Insurance Group, Inc.		508-797-3689
10 Chestnut Street	E-MAIL ADDRESS: blarue@sullivangroup.com	
Suite 1010	INSURER(S) AFFORDING COVERAGE	NAIC #
Worcester, MA 01608-2804	INSURER A: The Hartford	
INSURED	INSURER B:	
Weld Power Service Company, Inc.	INSURER C:	
14 Technology Drive	INSURER D:	
Auburn, MA 01501	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	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	S
A	GENERAL LIABILITY	INOR	****	08UUNBR9855		01/01/2014	EACH OCCURRENCE	\$1,000,000
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	s 300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	s 10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	POLICY X PRO-							\$
Α	AUTOMOBILE LIABILITY		_	08MCP400623K1	01/01/2013	01/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	X Drive Oth Car						·	\$
Α	X UMBRELLA LIAB X OCCUR			08XHUAB8267	01/01/2013	01/01/2014	EACH OCCURRENCE	\$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$10,000,000
	DED X RETENTION \$10000							\$
Α	WORKERS COMPENSATION		Α	08WEDO3778	01/01/2013	01/01/2014	X WC STATU- TORY LIMITS OTH- ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	s1,000,000
!								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required) Evidence of insurance on behalf of the named insured.

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State of New Hampshire **Administrative Services** Purchasing Agent, Loretta Head 25 Capitol St, Rm 102 Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John T. Audreoli

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DEPARTMENT OF ADMINISTRATIVE SERVICES

OFFICE OF THE COMMISSIONER

25 Capitol Street - Room 120 Concord, New Hampshire 03301

LINDA M HODGDON Commissioner (603) 271-3201 JOSEPH B. BOUCHARD Assistant Commissioner (603) 271-3204

October 1, 2012

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His Excellency, Governor John H. Lynch and the Honorable Council State House Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Purchase and Property, to enter into a contract with Weld Power Service Co., 14 Technology Drive, Auburn MA (Vendor No. 208300), for an amount not to exceed \$200,000.00 for a three year contract for generator maintenance. The term shall be for three years beginning with Governor and Council approval and ending on December 31, 2015.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there is not sufficient appropriation to cover the expenditure.

EXPLANATION

This contract was sought in order to provide state agencies with access to services related to generators including: preventive maintenance and miscellaneous repair; emergency calls and rental of temporary generators.

On August 15, 2012, the Bureau issued a request for bid for generator maintenance contracts. On August 29, 2012, four compliant bids were received. Bids were evaluated on the basis of the bidders' lowest applicable fees in conjunction with a weighted measure for various criteria. The intent was to award contracts per county for the lowest price meeting the specifications. Attached are copies of the bid tab evaluation of the compliant bids. The advertisement soliciting bids was placed in a statewide newspaper August 20-22,2012 and the bid was also posted on the Purchase & Property web site.

Based on the foregoing, I am respectfully recommending approval of the contract with Weld Power Service Co.

Respectfully submitted,

Guda M40g Com

Linda M. Hodgdon

Commissioner

Bureau of Purchase and Proper y
BID # 1457-13
8/29/2012 @ 2:00 PM
Statewide Generator Maintenance Cor tract STATE OF NEW HAMPSHIRE

No Reponse in Catergory A	\$ 5,179.50	\$ 34,530.00	4,387.50	\$ 17,550.00 \$,		Section K (Strafford County)
\$ 21,717.00 s	5,179.50	\$ 34,530.00 \$	4,387.50	\$ 17,550.00 \$	12,150.00	\$ 20,250.00 \$	Section J (Rockingham County)
\$ 24,246.00	\$ 5,179.50	34,530.00	4,387.50 \$	\$ 17,550.00 \$	14,679.00	\$ 24,465.00 \$	
\$ 35,415.00	5,179.50		4,387.50 \$	\$ 17,550.00 \$	25,848.00	\$ 43,080.00 \$	/)
\$ 32,040.00		34,530.00	4,387.50	\$ 17,550.00 \$	22,473.00	\$ 37,455.00 s	Section G (Hillsboro County)
No Response in Catergory A	\$ 5,179.50	\$ 34,530.00		\$ 17,550.00 \$		£	an County)
No Response in Catergory A	\$ 5,179.50	\$ 34,530.00 \$	4,387.50	\$ 17,550.00 \$	-	\$ - \$	Section E (Grafton County)
No Response in Catergory A	\$ 5,179.50	\$ 34,530.00 \$	4,387.50 \$	\$ 17,550.00 \$	•	\$	Section D (Coos County)
\$ 12,942.00	5,179.50		4,387.50 \$	\$ 17,550.00 \$	3,375.00	\$ 5,625.00 s	Section C (Cheshire County)
No Response in Catergory A		\$ 34,530.00 \$		\$ 17,550.00 \$	-	\$ - \$	Section B (Carrol & Belnap County)
\$ 21,201.00	\$ 5,179.50	\$ 34,530.00	4,387.50	\$ 17,550.00 \$	11,634.00	\$ 19,390.00 \$	Section A (Belnap County)
+Weighted Offer 15%)	Offer (15%)	Offer	(25%)	Offer	(60%)	Offer	
Weighted Offer 25%	Weighted		Weighted Offer	٧	Weighted Offer		
(Weighted Offer 60% +	(Rental)	CATEGORY D (Rental)	B (Hourly)	CATERGORY B (Hourly)		Maint)	CATEGORY A (Yrly Maint)
WEIGHTED TOTAL							
				Weld Power			
\$ 00.226,12	\$ 5,890.50	\$ 39,270.00	9,817.50	\$ 39,270.00 \$	5,814.00	\$ 9,090.00	Section K (Strattord County)
31,152.00	5,890.50	39,270.00	_	39,270.00	15,444.00	25,740.00	Section J (Rockingham County)
	\$ 5,890.50	39,270.00	9,817.50		17,754.00	\$ 29,590.00 \$	Section I (Merrimack County)
	\$ 5.890.50	_	9,817.50	1	30,393.00		Section H (Merrimack County)
\$ 40,161.00	\$ 5,890.50	\$ 39,270.00	9,817.50	\$ 39,270.00 \$	24,453.00	\$ 40,755.00 \$	Section G (Hillsboro County)
\$ 20,046.00	\$ 5,890.50	39,270.00	9,817.50	\$ 39,270.00 \$	4,338.00	\$ 7,230.00 s	Section F (Grafton & Sullivan County)
\$ 28,551.00		_	9,817.50	\$ 39,270.00 \$	12,843.00	\$ 21,405.00 \$	Section E (Grafton County)
\$ 28,362.00	\$ 5,890.50	\$ 39,270.00	9,817.50	\$ 39,270.00 \$	12,654.00	\$ 21,090.00 \$	Section D (Coos County)
\$ 19,551.00	\$ 5,890.50	\$ 39,270.00	9,817.50	\$ 39,270.00 \$	3,843.00	\$ 6,405.00 \$	Section C (Cheshire County)
\$ 19,476.00	\$ 5,890.50	\$ 39,270.00	9,817.50	\$ 39,270.00 \$	3,768.00	\$ 6,280.00 \$	Section B (Carrol & Belnap County)
\$ 30,462.00	\$ 5,890.50	\$ 39,270.00	9,817.50	\$ 39,270.00 \$	14,754.00	\$ 24,590.00 s	Section A (Belnap County)
+Weighted Offer 15%)	Offer (15%)	Offer	(25%)	Offer	(60%)	Offer	
Weighted Offer 25%	Weighted		Weighted Offer		Weighted Offer		
(Weighted Offer 60% +	(Rental)	CATEGORY D (Rental)	B (Hourly)	CATERGORY B (Hourly)		Maint)	CATEGORY A (Yrly Maint)
WEIGHTED TOTAL							
				FM Generator	TI		

117,957.00

				Pov	ver	Power Up Generator	rator					
												WEIGHTED TOTAL
CATEGORY A (Yrly Maint	ly Mai	nt)				ATERGOR	CATERGORY B (Hourly)	S	CATEGORY D (Rental)	(Rental)		(Weighted Offer 60% +
			Wei	Weighted Offer			Weighted Offer			Weighted		Weighted Offer 25%
		Offer		(60%)	_	Offer	(25%)		Offer	Offer (15%)		+Weighted Offer 15%)
Section A (Belnap County)	S	29,680.00	S	17,808.00	છ	17.808.00 \$ 49.674.00 S	12,418.50	\$	33,940.00 \$ 5,091.00	\$ 5,091.00	ક્ક	35,317.50
Section B (Carrol & Belnap County)	ક્ક	7,675.00	S	4,605.00	ક્ત	\$ 49,674.00 s	\$ 12,418.50	\$	33,940.00 s 5,091.00 S	\$ 5,091.00	S	22,114.50
Section C (Cheshire County)	cs	7,590.00 s	S	4,554.00	£5	4,554.00 \$ 49,674.00 S	12,418.50	ક્ક	33,940.00 s 5,091.00 S	\$ 5,091.00	જ	22,063.50
Section D (Coos County)	S	\$ 30,260.00 s	S	18,156.00	ćA	18,156.00 \$ 49,674.00 S	S 12,418.50	↔	33,940.00 \$ 5,091.00	\$ 5,091.00	€9	35,665.50
Section E (Grafton County)	S	\$ 28,764.00 s	S	17,258.40	69	17,258.40 \$ 49,674.00 S	S 12,418.50	€	33,940.00 s 5,091.00 S	\$ 5,091.00	S	34,767.90
Section F (Grafton & Sullivan County)	(A	8,995.00 s	S	5,397.00	S	5,397.00 \$ 49,674.00 S	S 12,418.50	S	33,940.00 s 5.091.00 S	\$ 5.091.00	S	22,906.50
Section G (Hillsboro County)	S	47,810.00 s	S	28,686.00	S	28,686.00 \$ 49,674.00 \$	\$ 12,418.50	ક્ક	33,940.00 s 5,091.00 \$	\$ 5,091.00	8	46,195.50
Section H (Merrimack County)	S	S 59,411.00 s	S	35,646.60	69	35,646.60 \$ 49,674.00 S	12,418.50	↔	33,940.00 s 5,091.00 \$	\$ 5,091.00	S	53,156.10
Section I (Merrimack County)	69	34,795.00 s	S	20,877.00	S	20,877.00 \$ 49,674.00 S	S 12,418.50	es	33,940.00 s 5,091.00 \$	\$ 5,091.00	S	38,386.50
ection J (Rockingham County)	8	27,542.00	S	16,525.20	æ	16,525.20 \$ 49,674.00 S	S 12,418.50	↔	33,940.00 s 5,091.00 \$	\$ 5,091.00	ક્ક	34,034.70
section K (Strafford County)	S	S 11,195.00 s	S	6,717.00	ક્ત	6,717.00 \$ 49,674.00 S	S 12,418.50 \$		33,940.00 S 5,091.00 S	\$ 5,091.00	S	24,226.50

ate Bid: Powers Generator Service

ection A: Alton, Belmont, Gifford, Laconia, &Sanbornton

ection B: Conway, Ossipee, & Tamworth

ection C: Charelestown, Keene, Rindge, Swanzey, & Westmoreland

ection D: Gorham, Lancaster, Pittsburg, Twin Mtn, & W. Stewartstown

ection E: Benton, Franconia, Haverbilf, Lincoln, Littleton, Plymouth, Thorton, & Warren

ection F: Enfield, Etna, Lebanon, Wentworth, $S_{i^{\#}}$ ingfield, Sunapee, &Washington

ection G: Bedford, Goffstown, Hillsborough, Ma vchester, Merrimack, Milford, Nashua, & Peterbourgh

ection H: Allenstown & Concord

ection It Concord, Franklin, Hooksett, Loudon, New London, & Warner

iction Jt Brentwood, Derry, Epping, Hampton, Fortsmouth, Rye, Seabrook & Stratham

ction K: Dover, farmingten, Rochester, Somers Lorth & Strafford

43 600

Subject:

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.	
i.1 State Agency Name	1.2 State Agency Address
State of New Hampshire	State House Annex Room 102
Administrative Services	25 Capitol Street
	Concord, NH 03301
1.3 Contractor Name	1.4 Contractor Address
Weld Power Service Company VC 208300	14 Technology Drive, Auburn MA 01501-3295
1.5 Contractor Phone # 1.6 Account Number 508-832-3550	1.7 Completion Date 1.8 Price Limitation December 31, 2015 \$200,000.00
See Appendix D	\$250,050.05
1.9 Contracting Officer for State Agency	1.10 State Agency Telephone Number
Loretta Head, Purchasing Agent	603-271-3135
1.11 Contractor Signature	1.12 Name and Title of Contractor Signatory
	Marcia Reterson
	Director of Marketing 5 Sales
	Wiecist Ci Trainering ; 500?
1.13 Asknowledgement: State of , Co.	unty of
executed this document in the capacity indicated in the capacity in the capacity in the capacity	
1.13.1 Signature of Notary Public or Justice of the Pec	ice .
[Seal]	
[Seal]	ce
[Seal] () 1.13.2 Name and Title of Notary or Justice of the Peace NANCY A. Goodwin Notary Public	ce
[Seal] () ()	1.15 Name and Title of State Agency Signatory
[Seal] () 1.13.2 Name and Title of Notary or Justice of the Peace NANCY A. Goodwin Notary Public	1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner
[Seal] () 1.13.2 Name and Title of Notary or Justice of the Peace NANcy A. Goodwin Notary Public 1.14 State Agency Signature	Linda M. Hodgdon, Commissioner
[Seal] 1.13.2 Name and Title of Notary or Justice of the Peach NANCY H. Goodwin Notary Public 1.14 State Agency Signature Linka M. Wodflow	Linda M. Hodgdon, Commissioner
[Seal] 1.13.2 Name and Title of Notary or Justice of the Peach Nancy H. Goodwin Notary Public 1.14 State Agency Signature Linka M. Wodflow 1.16 Approval by the N.H. Department of Adminis	Linda M. Hodgdon, Commissioner tration, Division of Personnel (if applicable) Director, On:
[Seal] 1.13.2 Name and Title of Notary or Justice of the Peach Nancy H. Goodwin Notary Public 1.14 State Agency Signature Stula M. Woddow 1.15 Approval by the N.H. Department of Adminis By: 1.17 Approval by the Attorney General (Form, Sub	Linda M. Hodgdon, Commissioner tration, Division of Personnel (if applicable) Director, On:
[Seal] 1.13.2 Name and Title of Notary or Justice of the Peace NANCY H. Goodwin Notary Public 1.14 State Agency Signature Suila M. Wodfar 1.16 Approval by the N.H. Department of Adminis By:	Linda M. Hodgdon, Commissioner tration, Division of Personnel (if applicable) Director, On:
[Seal] 1.13.2 Name and Title of Notary or Justice of the Peach Nancy H. Goodwin Notary Public 1.14 State Agency Signature Stula M. Woddow 1.15 Approval by the N.H. Department of Adminis By: 1.17 Approval by the Attorney General (Form, Sub	Linda M. Hodgdon, Commissioner tration, Division of Personnel (if applicable) Director, On: Ostance and Execution) On: Oct 722, 2012

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
- 3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.
- 4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be tiable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.
- 5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
- 5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
- 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

- 6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
- 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
- 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

Contractor Initials

Date 4/13/11

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

- 8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 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.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.
- 10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.



- 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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.
- 13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
- 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.



- 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.
- of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. **SEVERABILITY**. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials

EXHIBIT A

PURPOSE

Weld Power Service Company (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire, Department of Administrative Services, with generator maintenance services in accordance with NH State Proposal Bid #1457-13 and as described herein. The Contractor is to provide all labor, tools, transportation, materials, equipment and permits as necessary to provide the required level of services as described herein. The scope of work shall include generator maintenance services, at the locations listed in this contract document.

SCOPE OF WORK

The Contractor shall submit a proposed schedule to each state agency at least ten (10) days prior to each period for semiannual or annual services at each facility. For annual or semiannual services, generator maintenance shall be at the discretion of the agency. Agencies shall have the right to do their own preventive maintenance with their own staff and not use the contract. Should an agency choose to use the contract and contact the vendor for annual or semiannual services to be performed outside of the proposed schedule, the Contractor shall complete the maintenance at a time mutually agreed upon with agency and Contractor.

All maintenance services performed under this Contract shall be performed between the hours of 7:30 A.M. and 4:00 P.M unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the using agency's representative. The State requires ten (10)day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

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 will be arranged by the requesting agency (State).

The Contractor agrees that any damage or injury to buildings, materials, equipment or to other property during the performance of this service will be repaired at their own expense.

The State shall require correction of defective work or damages to any part of the building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall place 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.

The work staff shall consist of qualified personnel with all appropriate certifications and are to be 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 he/shedeems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work deemed to be contrary to the public interest or inconsistent with the best interest of security.

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

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the Stote.

All personnel shall observe all regulations or special restrictions in effect at the State Agency Page 6 of 28

Contractor Initials

Date

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

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

The Contractor shall promptly report all deficiencies to the using agency's representative or his/her designated representative. Request to repair and/or replace parts shall be approved in advance by the using agency's representative or his/her designated representative prior to any actual work being performed by the Contractor. Parts and materials shall be invoiced as described in Section C. The State reserves the right to request the Contractor supply the State with invoices from suppliers documenting the Contractor's cost.

The Contractor shall, in performing the services as described herein, maintain or have readily available spare parts to support the described systems at the Contractor's cost throughout the duration of the Contract.

The Contractor shall provide only replacement parts that are new and of the same quality and brand name as that being replaced. Substitutions will be permitted only with prior authorization of the using agency's representative or his/her designated representative.

All repair services shall be conducted in full compliance with all specified standards in a manner equal to or better that the normal safety and security procedures and standards established by the State, and at no time shall state facilities or its occupants be placed in jeopardy.

The Contractor shall make service available twenty-hour (24) hours per day, seven (7) days per week. Normal system testing and inspections shall occur on Monday through Friday between 7:30 AM and 4:00 PM. The Contractor shall be paid for service work that is required. The Contractor shall employ a sufficient number of trained technicians so that all service calls are answered promptly. The Contractor shall respond to the State by telephone to all service calls within fifteen (15) minutes of report of occurrence. The Contractor shall physically respond to the site within four (4) hours after report of occurrence except Coos County. Coos County Superior Court's acceptable response time is six (6) hours.

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

The Contractor shall perform all of their own maintenance. Sub Contractor's will only be allowed upon receiving written approval in advance from the Business Administrator or his/her designated representative. The Contractor shall provide a list of proposed subcontractor's that they plan to utilize with this contract. Said sub-contractors must meet the minimum experience requirements as detailed herein.

The State reserves the right to require the Contractor to train, counsel or reassign any employee whose actions or appearance are not consistent with the standards of the State and in the best interest of the customers utilizing the Contractor services.

Page 7 of 28

Date 9

Contractor Initials⁽;

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

The State shall be responsible to provide reasonable means of access to all equipment covered by this agreement and promptly notify the Contractor of any malfunction in the system(s) that comes to the State's attention.

The Contractor agrees that any damage or injury to buildings, materials, and equipment or to other property during the performance of this service will be repaired at their own expense.

All services shall comply with applicable standards as set forth by the National Fire Protection Association (NFPA) and any state or local fire codes.

Major Inspection to be performed once a year. Service to include but is not limited to:

IGNITION Change all spark plugs

Change points
Change condenser

Check distributor cap and rotor and change. If necessary

Check all ignition wires and replace, if necessary

Check start solenoid terminals

Check and adjust choke, when applicable

ENGINE Change lube oil

Change lube oil filter Tighten valve covers

Fill governor sump with lube oil, when applicable

Lubricate governor linkage

Service oil bath air cleaner, when applicable Check entire unit for noticeable oil leaks

COOLING:

SYSTEM Test coolant protection

Test coolant alkalinity

Check water hoses – both upper and lower

Check bypass hoses Check fan belts

Check engine block heater for operation, when applicable

Check louver operation Check water filters

Change antifreeze solution (every two years)

EXHAUST

SYSTEM Check flexible section for cracks or leaks

Drain condensation trap, when applicable

Check exhaust flange gaskets

Check exhausts muffler and drain, when applicable

Visually inspect entire exhaust system for leaks

FUEL

Page 8 of 28

Contractor Initials

Date

SYSTEM Change primary and secondary fuel filter diesel only

Check injector fuel lines diesel only

Check flex fuel sections

Check fuel pump

Check fuel connections and tighten

Check fuel solenoid Check day tank float Check regulator (Gas)

BATTERY Load test battery

Check specific gravity of battery

Check battery voltage

Clean battery cables and replace, if necessary

Clean battery terminal on cables Clean battery posts and coat same Check fluid level and fill, if required Recharge and /or replace, if required

STARTING Check starter motor solenoid terminal

SYSTEM Check starter motor

Check charge rat on alternator or internal charge circuit

Check alternator belt

ELECTRICAL Check exciter

Check voltage regulator Check rotating diodes

Check rectifiers
Check brushes
Clean collector rings
Clean carbon deposits

Check SCRS

Check control panel relays Check wiring and terminals

Check solid-state boards for connections

OPERATIONAL

CHECKS Start generator and conduct safety shutdown tests for the following:

Low oil pressure

High water temperature

Over speed

High air temperature, air-cooled sets only

Check voltage output Check frequency (Hz)

Record hour meter reading, when applicable Check unit for vibration and any unusual noises Run unit full building load-minimum of 30 minutes

AUTOMATIC.

SWITCH Inspect contactor assembly and connections

Page 9 of 28

Contractor Initials

Check exerciser clock and time setting

Check time delays

Check battery charger for proper output

Check selector switch

Check voltage sensors for visual condition Start and stop generator from transfer switch

FINAL CHECK

Cneck field breaker is in the ON position

Check that selector switch is in the automatic mode Start and stop generator using generator controls Start and stop generator using the switch controls Start and stop generator using exerciser clock

*Receive prior approval from supervisory personnel before performing this function.

Reset generator and leave set in the remote position

GENERAL INSPECTION OF SITE Inspect site for any debris or obstructions, which could cause a potential Problem or may be hazardous to the operation or surrounding area.

Report any problems to the Agency Contact Person.

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

- * <u>Minor Inspection</u> to be performed once per year, approximately 6 months after the Major Inspection*.
 - A. Visually check and subsequently operate the system under full load conditions for a minimum of 30 Minutes, after informing the residential staff that the test will be performed.
 - B. Confirm that all circuits powered by the system are functioning fully and make any required deficiency Repairs
 - C. Verify that all safety devices are functioning properly.
 - D. Verify that the governor/controller is adjusted for proper voltage and frequency.

RECORD OF INSPECTION: Upon completion of each scheduled testing and inspection service, the Contractor shall provide a report of work performed to the respective Maintenance Supervisor and/or designee. The report shall contain specific information regarding testing/inspection results of the identified equipment and/or devices within the system. The report shall be submitted no later than ton (10) days after completion of scheduled service and a duplicate copy shall accompany the testing/inspection invoice.

The Contractor shall be completely responsible for their work, including any damages or breakdowns caused by their failure to take appropriate action. Any expenses associated with repairs shall be assessed to the Contractor.

. Contractor Initials

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

SECTION B – Emergency Repair

24/7 Emergency Repairs

- Contractor shall invoice according to the rates set forth in Exhibit B. All labor rates shall start when personnel arrives at the work site and end when personnel leaves the work site.
- Mileage charge shall be based on the Contractors nearest dispatch location to requesting agency, regardless of technicians actual dispatch location. Mileage charge shall the State of NH established rate for all emergency service calls.
- Contractor shall provide one (1) dispatch phone number that shall be available 24/7.
- Acknowledgement via phone -15 minutes from receipt of call
- Power outages on site within 30 minutes of notification acknowledgment if the facility generator is still not operable within 8 hours of initial notification, the Contractor shall supply a rental generator as stipulated below under Section D– Rentals at the selected Turnpike locations, as attached. Selected Turnpike generators shall be fixed within one week after acknowledgement, if not fixed within that time frame the Contractor will be responsible for all rental cost thereafter.

SECTION C - Discount

Discount rate set for in Exhibit B

SECTION D - Rental

Rentals shall be provided with flat rate price. Rental of generator shall be compatible to current size and accommodation as existing.

All generator rental rates are based on the Contractors capability to fix the facility generator to a fully functional operational capacity within 6 - 8 hours, as stated. If the facility generator is still not operable within 6 hours, the Contractor shall supply a rental generator within 8 hours or less of initial notification as stipulated above under Section B – Emergency Repairs. The rental generator shall remain on-site at the scheduled rates until the facility generator is fully functioning or such time as agreed upon by both parties. Generator rental rates shall be at a fixed rate until the facility generator is fully functional. It is the responsibility of the Contractor to drop off and pick-up rental generators upon final repair or notification by the user agency. It shall be the user agency's responsibility to fuel the rental generator after receiving proper instructions by the Contractor.

No Additional Fees: Downtime, cleaning, Stand-By, Operator/Technician Rate, Lodging, Travel, Mileage. Contractor shall be responsible for supplying qualified personnel to make sure the rental generator is properly serviced during the rental period, properly hooked-up to the facility and fully functioning when delivered.

Contractor Responsibilities are as follows:

Maintenance Summary: All generator rental units supplied by the Contractor shall be the responsibility of the Contractor until such time as the facility generator is fully operational. Any routine maintenance to be performed on the rental generator shall be the responsibility of the Contractor.

Fuel: All units are to be delivered with full fuel tanks. Customer shall return units full or be charged for cost of refueling at prevailing rate.

Contractor Initials

Page 11 of 28

Electrical: Contractor is responsible for proper electrical connections to generator output terminals.

Safety: It is the Contractor's responsibility to maintain the strictest safety standards. This may require posting warning notices, cordoning off operation areas and/or providing security personnel if there is any reasonable expectation that unauthorized persons, children, animals or other individuals may accidentally come into contact with electrical equipment during the rental period. It is the Contractor's responsibility to provide qualified and experienced personnel to make sure all rental generators and equipment are fully functional and to provide a qualified operator at start-up/delivery and pick-up.

NOTICE: Sound attenuated generator sets must be serviced by a qualified service technician provided by or approved by Contractor.

Rentals shall be provided with flat rate price. Rental of generator shall be compatible to current size and accommodation as existing.

Rental categories are for standard rental rates should a rental be required in a catastrophic event. Should a rental be required due to the replacement of a component on an existing generator, rentals will be charged at two days minimum. A 24-48 hour turnaround time for parts repairs is an acceptable requirement.

TERM

The term of the contract shall be from Governor and Council approval through December 31, 2015, a period of three (3) years. The contract may be extended for additional periods of time thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Contractor and the Bureau of Purchase and Property, subject to the approval of the Governor and Council; however the contract shall not exceed a period of more than five (5) years.

The State of New Hampshire shall have the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

Damage

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

Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transactions

The Contractor certifies, by submission 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.



CONFIDENTIALITY & CRIMINAL RECORD

If applicable by the using agency, the Contractor and their employees will be required to sign and submit a CONFIDENTIAL NATURE OF DEPARTMENT RECORDS FORM, and a CRIMINAL AUTHORIZATION RECORDS FORM. Forms to be provided by the using agency, if applicable, prior to any work being done.

VIOLATION OF STATE OR FEDERAL LAW CONCERNING RESTRAINT OF TRADE:

The Contractor certifies, by submission of this Contract, that neither the business, including any subsidiaries, nor its principals have been found guilty of, or pled guilty to, a violation of any state or federal law, or any county or municipal ordinance, related to restraint of trade, or competitive bidding practices, in the past two (2) years. Past or present evidence of said acts shall be grounds for immediate termination of this Contract.

AUDITS AND ACCOUNTING:

The successful Contractor shall allow representatives of the State of New Hampshire to have complete access to all state department/agency records for the purpose of determining compliance with the terms and conditions of this Contract.

At intervals during the contract term, and prior to the termination of the contract, the successful 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.

Contractor Initials
Date 7\3\1\2

EXHIBIT B

CONTRACT PRICE

Contract value shall not exceed \$200,000.00; this figure shall not be considered a guaranteed or minimum figure, however it shall be considered a maximum figure from the effective date of through the expiration date of December 31, 2015.

DISCOUNT:

Spare Parts Catalog used for repair shall be based off a 10% discount manufacturer's price list of Contractor's in house price list, and held firm for a year. Increases are allowed on replacement parts after June 30, 2013 and must be accompanied by an updated manufacturer's or Contractor's in house price list. The 10% discount shall stay the same.

PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

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 contract for the specified services for a quote. The project engagement will be based upon the lowest cost qualified quote.

MILEAGE AND TRAVEL REIMBURSEMENT (Applicable emergency service calls):

The Contractor shall be reimbursed for mileage traveled to a state site at the standard mileage rate for business as established in SECTION B – Emergency Repair. This mileage and reimbursement rate shall be itemized on the contractor's invoice. Travel miles shall be calculated for one vehicle per job site or any number of continuous sites per day. See Section B.

Travel time shall be computed for each scheduled mechanic based on starting from home base, last job site or Concord, whichever is closest to the call or scheduled visit and the return to home base.

The Contractor shall <u>not</u> be reimbursed for mileage and travel time for the semi-annual testing and inspection services.

Flat rate to include: delivery and pick-up, connectivity and disconnect and up to 200' of cable.

Mileage charge shall be based on the Contractors nearest dispatch location to requesting agency; regardless of technicians actual dispatch location. Mileage charge shall the State of NH established rate, currently at \$0.555/mile, for all emergency service calls.

INVOICE

Contractor shall be paid within thirty (30) days of receipt of a properly documented invoice. This is inclusive of payment for preventative maintenance, where Contractor will be paid within thirty (30) days of receipt of a properly documented invoice and acceptance of the work to the State's satisfaction as detailed in accordance with the table in Attachment A of this contract.

All invoices shall include a brief description of the work done along with the location of work, to the individual agency.

Contractor Initial

Date 9/13/12

EXHIBIT C

SPECIAL PROVISIONS

Delete Paragraph 14.1.1 and substitute the following: "comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident and no less than \$1,000,000 in excess/umbrella liability each occurrence; and".

There are no other special provisions of this contract.

Contractor Initials

Date 91312

EXHIBIT D

RFB1457-13 is incorporated

Contractor Initials

Date 913/112

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Annual Co: (1/1/2015 - 12/31/2015	\$ 280.00	\$ 400.00	\$ 330.00	\$ 350.00	\$ 400.00	\$ 400.00	\$ 300.00	\$ 300.00	\$ 400.00	\$ 350.00	\$ 400.00	\$ 400.00	× 400.00
Annual Cost (1/1/2014 - 12/31/2014)	\$ 280.00	\$ 400.00	\$ 330.00	\$ 350.00	\$ 400.00	\$ 400.00	\$ 300.00	\$ 300.00	\$ 400.00	\$ 350.00	\$ 400.00	\$ 400.00	\$ 400.00
Ann Jat Cost (1/1 2013 - 12/51/2013)	\$ 280.00	\$ 400.00	\$ 330.00	\$ 350.00	\$ 400.00	\$ 400.00	\$ 300.00	\$ 300.00	\$ 400.00	\$ 350.00	s 400.00	\$ 400.00	400.00
County	Belknap	Belknap	Belknap .	Belknap	Belknap	Belknap	Belknap	Belknap	Belknap	Belknap	Belknap	Belknap	Belknap
Contact	Douglas Rojek, 875-2050	Stan Mitchell (528-6746)	John Howard 293-2037	Stan Mitchell (528-6746)	Stan Mitchell (528-6746)	Stan Mitchell (528-6746)	Jim Kowalik 271-2421	Stan Mitchell (528-6746)	Slan Mitchell (528-6746)	Stan Milchell (528-6746)	Slan Mitchell (528-6746)	Stan Mitchell (528-6746)	Slan Mitchell (528-6746)
Fuel	Diesel	Diesel	Diesel	Desei	Diesel	Diesel	Propane	Propane	Desel	Diesel	Diesel	Dieset	Diesel
Wodel #	ES52	3208	D100-4 with CAE Sound Enclosure	61381	3406	3406	E12164	G80F3	3306	D348	3412	3406	3306
Generalor MFR	Dyna Gen	Caterpillar	Caterpillar	Onan	Caterpillar	Caterpillar	CAT G20F3S 20 KW	Olympian	Caterpillar	Caterpillar	Caterpillar	Caterpillar	Caterpillar
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Iown	Alton	Belmont	Gilford	Gilford	Gilford	Gilford	Gilford	Laconia	Laconia	Laconia	Laconia	Laconia	Laconia
Address	NH 28	74 South Road	31 Dock Road	280 Scenic Dr.	74 Weirs Rd.	31 Dock Rd.		73 Strafford St.	763 Scenic Dr.	1539 Old North Main St.	29 Paugus Park Rd.	67 Pendleton Beoch Rd.	1 Right Way Path
Facility Nam:	PS 315	Belmont Pump Station	Salety Services	Ellacaya Pumo Station	Gilford Pump Staffan	Glendale Pump Station	Belknap Mountain	Jewett Brook Pump Station	Maiden Lady Cove Pump S'n	North Main Pump Station	Paugus Park Pump Station	Pendellon Beach Pump Station	State School Pump Station
Agency	DOT District 3	DES-WRBP	Department Safety	DES-WRBP	DES-WRBP	DES-WRBP	DOS State Police	DES-WRBP	DES-WRBP	DES-WRBP	DES-WRBP	DES-WRBP	DES-WRBP
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Page 17 of 28

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	DES-WRBP	Winnisquam Pump Station	202 Water Street	Laconia		Cummins	VIA1710. GS	Diesel	Stan Mitchell (528-6746)	Belknap	``	350.00	\$ 350.00	ν	350.00
	Emergency Services	Dwinell Building	50 Communication s Drive	Laconia	-	Olympian	D125P1	DIESEL	Mike Haskell 496-9643	Belknap	.,	330.00	\$ 330.00	ν	330.00
	NHEmployment Security	Laconia Office	426 Union Ave	Laconia		Kohler	125 REOZJF	Diesel #2	Rocky Carter 228-4028	Belknap	₹		\$ 350.00		\$ 350.00
	DOS State Police	NHSP Range	Route 132	New Hampton		ONAN 12.5KW	12.5JC-3CR	Propane	Jim Kowalik 271-2421	Belknap		280.00	\$ 280.00		\$ 280.00
	DOT District 3	PS 324	42 NH Route 104	New Hampton	-	Olympian	25KW	Diesel	Raiph Carter, 744-8059	Belknap	J,	280.00	\$ 280.00		\$ 280.00
	DRED	Sanbornton R-st Area	1-93 58	Sanbornton		MiltonCat	D25-6S	Diesei	Jennifer Codispoti 271- 2665	Belknap	v >	280.00	\$ 280.00	ν	280.00
	DOT District 4	Potrol 401 - Fu-H Site	187 Claremont Road	Charlestown		Kohler	30 REOZJC	Diesel	Lauri Bellamy 352-2302	Cheshire	~	275.00	\$ 275.00	8	275.00
	Adjutant General's Dept.	Keene RC	110 Hastings Ave	Keene	-	Cummings Pwr Gen	100 DSGAA	Diesel	Paul Annis 225-1357	Cheshire	S	330.00	\$ 330.00	ν	330,00
	DOS State Police	Iroop C	15 Ash Brook Court	Keene		Koehler 80 KW	100 REOZJB	Diesel	Jim Minery 419-9451	Cheshire	~	330.00	\$ 330.00	v,	330.00
	DOT District 4 Maint.	Maintenance Born 413	1972 Route 119	Rindge	-	*Kolher	20 REOZJB	Diesel	Glen Smith 899-5537	Cheshire	S	330.00	\$ 330.00	v o	330.00
	DOT District 4 Maint.	District Office	19 Base Hill Rd	Swanzey	-	ONAN	30 DEН	Diesei	Richard Patten 352-2302	Cheshire	~	330.00	\$ 330.00	ν Q	330.00
	DOS State Police	Hyland Hill		Westmoreland		CAT G20F3S 20 KW	E12167	Propane	Jim Kowalik 271-2421	Cheshire	· ·	280.00	\$ 280.00	ν	280.00
	DOS State Police	Iroop B	16 East Point Dr	Bedford		Caferpillar 250 KW	D150P1	Diesel	Jim Minery 419-9451	Hillsborough	~	380.00	\$ 380.00	ν 2	380.00
•	· DOT – Turnpikes	Sedford	Everett Turnpikes	Bedford		CAT	D100-6	Diesel	Vic Dumont 396-1808	Hillsborough	· ·	325.00	\$ 325.00	ν	325.00
	DOT District 5	PSS11 Bedford	6 Somerville Dr	Bedford	-	Caterpillar	Q-09Q	Diesel	Gary Clifford 666-3336	Hillsborough	v	350.00	\$ 350.00	8	350.00
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Page 18 of 28

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Dept. of NH State Prison 317 Mast Road Women	Prisca	317 Mast Ro	po	Goffstown	-	Caterpillar	D40P1	Diesel	Bill LaVallee 668-6137	Hillsborough	~	330.00	S.	330.00	\$ 330.00
Dept. of NH State Prison 317 Mast Road Women		317 Mast Ro	g	Goffstown	-	Kohler	50ROZJ81	Deset	Bill LaVallee 668-6137	Hillsborough	~	350.00	v,	350.00	\$ 350.00
Adjutant Hilsbook RC 140 West Main General's Dept. St.		140 West Mc St.	-jg	Hillsborough	-	Cummings Pwr Gen	100 GSGAA	Diesel	Paul Annis 225-1357	Hillsborough	· ·	350.00	v	350.00	\$ 350.00
DOT District 4 Maintenance 679 West Main St Maint. (Route 9)		679 West Mc (Raule 9)	in St	Hillsborough	1	*Kolher	20	Diesel	John Russell 478-3328	Hillsborough	· ·	290.00	'n	290.00	\$ 290.00
Adjutant General's Dept.		1059 Canal S	+ ;	Monchester	-	Cummings Pwr Gen	QSM11-G4	Diesel	Paul Annis 225-1357	Hillsborough	~	340.00	'n	340.00	\$ 340.00
DAS/Bureau Hillsborough 300 Chestnut St Court Facilities North		300 Chestnut	22	Manchester	-	Kohler	250 bb	Dleset	Robert Girard 783-1814	Hillsborough	~	\$00.00	vs .	\$00.00	\$ 500.00
DHHS/DJJS sysc 1056 N River Rd		1056 N River	Rd	Manchester	2	Caterpillar	3456	Diesel	Нату Настеу 625-5471	Killsborough	~	\$80.00	v,	980.00	\$ 980.00
DHHS/DJJS sysc 1056 N River Rd		1056 N River	R d	Manchester	-	Caterpillar	3412	Diesel	Нату Hadley 625-5471	Hillsborough	•	780.00	y.	780.00	\$ 780.00
DHHS/DJJS sysc 1056 N River Rd		1056 N River	P &	Manchester	-	Cat/Olympi an	CD-125	Dlesel	Harry Hadley 625-5471	Hillsborough	~	450.00	<u>ب</u>	450.00	\$ 450.00
DHHS/DJJS sysc 1056 N River Rd		1056 N River	Rd	Manchester	-	Cat/Olympi an	CG070	UP Gas	Harry Hadley 625-5471	Hillsborough	~	390.00	v,	390.00	\$ 390,00
DHHS/DJJS sysc 1056 N River Rd		1056 N River	Rd	Manchester	-	Cat/Olympi an	G60F1	LP Gas	Harry Hadley 625-5471	Hillsborough	v	3%.00	s,	390.00	\$ 390.00
DOT District 5 Manchester Eastbound		NH Route 10 Eastbound		Manchester	-	Caterpillar (Olympian)	D25P1S	Dlesel	Gary Clifford 666-3336	Hillsborough	>	300.00	v,	300.00	\$ 300.00
Manchester 300 Hanover St.		300 Hanove	r S t .	Manchester	_	Milton Cat	C)	d.	Rocky Carter 228-4028	Hillsborough	٠,	495.00	v	495.00	\$ 495.00
DAS/Bureau Mentmack 4 Baboosk Lake Court Facilities Courthouse Road		4 Baboosic Road	Lake	Memimack		Kohler	60 REZG	Natural Gas	Randy Klaver 717-1902	Hillsborough	٠,٠	330.00	'n	330.08	\$ 330.00
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Page 19 of 28

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NH state Liquor Commission	DAS/Bureau Court Facilities	DAS/Bureau Court Facilities	Adjutant General's Dept.	NH F & G	NH F & G	DOT District 5	DOS State Police	Adjutant General's Dept.	DOT – Tumpikes	DOT – Tumpikes	DOT – Tumpikes	DOT – Turnpikes	DOT – Turnpikes	
Store #69 .	Hillsborough Courthouse South	Noshua District Court	Nashwa Armwy	Millord Halchery	Millord Halchery	PS510 Millord	Troop 8	Millord RC	Exil 11 Toll	Exil 12 Southbound	Exif 12 Northbound	Memmack Maintenance	Exit 10	
Coliseum Ave	30 Spring Street	25 Walnut Street Oval	154 Daniel Webster HWY	North river Road	North river Road	33 Buxton Road	4 Meadowbrook Road	154 Osgood Rd.	Everett Turnpikes	Everett Turnpikes	Everett Turnpikes	Everett Turnpike	Everett Turnpike	
Nashua	Nashua	Nashua	Nashua	Milford	Milford	Milford	Miltord	Milford	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	
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Caterpillar	Caterpillar	Superior Gen/FS Toher Assoc.	Cummins	Kohler	Kohler	Kohler	Koehler 50 KW	Cummings Pwr Gen	CAT	Kohler	Kohler	Caterpillar	Caterpillar	,
C9E1	SR5	100R161-46	100 GSGAA	100KW	45KW	20-2250KW / 3011EOZJC	50 REOZJB	100 GSGAA	70KW/240 V/Single Phase	60KW/208 V/3 Phase	60KW/208 V/3 Phase	D60- 6/60KW/20 8 Volt/3 Phase	60KW/208 Volt/3 Phase	ALLACTIMETAL.
Diesel	Diesel	€2 Fuel	Diesel	Propane	Propane	Diesel	Diesel	Diesel	Diesel	Diesor	Dies 9	Oles e	Dieset	
John Tower 419-9069	Herney Londono 765-6953	Herney Londono 765-6953	Paul Annis 225-1357	Theresa Michaels-Ward673- 1416	Theresa Michaels-Ward673- 1416	Gary Clifford 666-3336	Jim Minery 419-9451	Paul Annis 225-1357	Vic Dumont 396-1808	Vic Dumont 396-1808	Vic Dumont 396-1808	Vic Dumont 396-1808	Vic Dumont 396-1808	
Hillsborough	Hillsborough	Hillsborough	Hillsborough	Hillsborough	Hillsborough	Hillsborough	Hillsborough	Hillsborough	Hillsborough	Hillsborough	Hillsborough	Hillsborough	Hillsborough	
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400.00	4 40.00	340.00	340.00	340.00	340.00	340.00	340.00	340.00	325.00	325.00	325.00	330.00	330.00	
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\$ 400.00	5 440.00	\$ 340.00	\$ 340.00	\$ 340.00	\$ 340.00	\$ 340.00	\$ 340.00	5 340.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 330.00	\$ 330.00	

Page 20 of 28

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DAS General Services	DAS General Services	DAS General Services	DAS General Services	DAS General Services	DAS General Services	DAS BF&AM	DAS BF&AM	BFAM	Adjutant General's Dept.	Adjutant General's Dept.	Adjutant General's Dept.	DRED	DOS State Police
Health @ Wettare Building	Health 6 Welfare Building	State House Annex	Division of Motor Vehicle	Surplus Warehouse	FOC	TOBEY BUILDIP-G	BROWN	Philbrook	AASF	USPFO Buildin 1 A	JFHQ Building	Warehouse Brar Brook State Pt	Miller park
27 Hazen Dr.	27 Hazen Dr.	25 Capital St	23 Hazen Dr.	12 Hills Ave	110 Smokey Bear Blvd	45 SOUTH FRUIT STREET	129 PLEASANT STREET	121 South fruit St.	26 Regianal Dr	1 Minuteman Way	1 Minuteman Way	3 DRED Circle	
Concord	Concord	Concord	Concord	Concord	Concord	Concord	Concord	Concord	Concord	Concord	Concord	Allenstown	Peterboroug h
				_	_	_	_	_	-				
Caterpillar	Cummins	Cummins	Olympian	Kohler	Caterpillar	CATERPILLAR	CATERPILLAR	Cummins	Caterpillar	Kohler	Caterpillar	Kohler	CAT G20F3S 20 KW
SR-4	500FDR5052 CC	GGLA	D503P	6068hf150	3412C	SR4B- 250KW	SR48-350 KW	dg-db 45480578	B8DI- 4P	150R0ZJ	SR4B	60 REOZJC standby	E12160
Diesel	Diesel	Natural Gas	Diesel	Diesel	Diesel	DIESEL/KE ROSENE	DIESEL/KE ROSENE	Natural Gas	Diese	Diesel	Diesel	Propane	Propane
Kevin Chalbeck 271-8992	Kevin Chalbeck 271-8992	Jeff Johns/271-6618	Brooks Young 271 3231	Paul Lloyd/271-0834	Kevin Shuman 271-3231	Wade Rahmlow 271-9505	Wade Rahmlow 271-9505	Wade Rahmlow 271-9505	Paul Annis 225-1357	Paul Annis 225-1357	Paul Annis 225-1357	Tom Marlin 271-3727	Jim Kowalik 271-2421
Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Hillsborough
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500.00	595.00	400.00	340.00	250.00	600.00	350.00	390.00	385.00	350.00	340.00	350.00	340.00	300.00
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500.00	595.00	400.00	340.00	250.00	600.00	350.00	390.00	385.00	350.00	340.00	350.00	340.00	300.00
500.00	\$ 595.00	\$ 400.00	\$ 340.00	\$ 250.00	\$ 600.00	\$ 350.00	\$ 390.00	\$ 385.00	\$ 350.00	\$ 340.00	\$ 350.00	\$ 340.00	\$ 300.00

Page 21 of 28

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Dept. of Corrections	Dept. ot Corrections	Dept. of Corrections	Dept. of Corrections	Dept. of Corrections	Dept. of Corrections	DAS/Bureau Court Facilities	DAS General Services	DAS General Services	DAS General Services	DAS General Services	DAS General Services	DAS General Services	DAS General Services
NHSP/Men	NHSP/Men	NHSP/Men	NHSP/Men	NHSP/Men	NHSP/Men	Concord Dist Ict	DOT Mechanical Services	John O. Moden	Materials & Research	Legislative Office Building	Dept. of Safety	Health & Wellare Building	Health & Welfare Building
281 No. State Street	281 No. State Street	281 No. State Street	281 No. State Street	281 No. State Street	281 No. State Street	32 Clinton St	33 Smokey Bear Bivd	7 Hazen Dr	5 Hazen Dr	33 North State St	33 Hazen Dr.	29 Hazen Dr.	29 Hazen Dr.
Concord	Concord	Concord	Concord	Concord	Concord	Concord	Concord	Concord	Concord	Concord	Concord	Concord	Concord
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Caterpillar	Caterpillar	Caterpillar	Caterpillar	Caterpillar 3412	Cummings ST 50	Caterpillar	Cummins	Caterpillar	Olympian	Kohler	Kohler	Caterpillar	Cummins
SR4	A22546001	D330	D75P3/E1640	SR4	500SDR505	3208	3500DFCC	34068TA	D150p1	60REOZJC	500beozj	SR-4B	500FDR5052F
Diesei	Diesel	Diesel	Diesel	Diesel	Diesei	Diesel	Diesel	Diesel	Diesel	Diesel	Diesel	Diesel	Diesel
Rick Morrill 271-1877	Rick Morrill 271-1877	Rick Morrill 271-1877	Rick Morrill 271-1877	Rick Morrill 271-1877	Rick Morrill 271-1877	Moe Longchamps 783-1817	Kevin Shuman 271-3231	Sean Gilpatric 271-3496	Sean Gilpatric 271-3496	Jeff Johns/271-6618	Brooks Young 271 3231	Kevin Chalbeck 271-8992	Kevin Chalbeck 271-8992
Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack
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675.00	530.00	450.00	425.00	675.00	600.00	400.00	535.00	500.00	395.00	350.00	495.00	500.00	595.00
\$ 675.00	\$ 530.00	\$ 450.00	\$ 425.00	\$ 675.00	\$ 600.00	\$ 400.00	\$ 535.00	\$ 500.00	\$ 395.00	\$ 350.00	\$ 495.00	\$ 500.00	\$ 595.00
\$ 675.00	\$ 530.00	\$ 450.00	\$ 425.00	\$ 675.00	\$ 600.00	\$ 400.00	\$ 535.00	\$ 500.00	\$ 395.00	\$ 350.00	\$ 495.00	\$ 500.00	\$ \$95.00

Page 22 of 28

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DOT - Traffic	DOS State Police	DOS State Police	DOS - FST&EMS	DOS - FST&EMS	DHHS	DHHS	рннѕ	SHHD	DHHS	рннѕ	NH Depart of Revenue	NH Depart of Revenue	DAS General Services	Dept. of Corrections	Dept. of Corrections	
1-93 Exit 13 Signals	Radio Communicaton	Troop D	NH fire Academy	NH Fire Academy	Howard Rec	Brick House	Superintenda-it cottage	AP3	Fond Place	Liberly house	Medical and Surgical bldg	Medical and Surgical bidg	Johnson Hall	NHSP/Men	NHSP/Men	
1-93 Exit 13	39 Hazen Dr	139 Iron Works Rd	98 Smokey Bear Blvd	98 Smokey Bear Blvd	99 Pleasant St.	91 Pleasant St.	87 Pleasant St	36 Clinton St.	125 pleasant St.	119 Pleasant St.	109 Pleasant St	109 Pleasant St	107 Pleasant St	281 No. State Street	281 No. State Street	
Concord	Concord	Concord	Concord	Concord	Concord	Concord	Concord	Concord	Concord	concord	Concord	Concord	Concord	Concord	Concord	
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Generac	Koehler 60 KW	Caterpillar 150 KW	Kohler	Kohler	Cummins DMT	Briggs & Straton	Briggs& Straton	Caterpillar	Briggs& Straton	Briggs & Straton	Cummins	Siemens	Onan	Caterpillar 3208	Kohler	^
40771	60 REOZJC	D150P1	150Reozit MA-16295	300Reozj MA-16293	412 series 6ct8.3	40229	40220	D-3508	40229	40229	QSB7-G3 150 KW	ST02016GNS	75.ODVB- 15R/28062A	7C8892	100ROZJ71	ATTACHMENT A
Propane	Diesel	Diesel	Diesei	Diesel	Diesel	Natural Gas	Natural Gas	Diesel	LPG	Natural Gas	Diesel		DIESEL	Diese	Diesel	~
Joseph Giunta - 271-2291	Jim Minery 419-9451	Jim Minery 419-9451	Jeffrey Phillips: 223-4213	Jeffrey Phillips: 223-4213	Gerard Fraher 271-5270	Gerard Fraher 271-5270	Gerard Fraher 271-5270	Gerard Fraher 271-5270	Gerard Fraher 271-5270	Gerard Fraher 271-5270	Chris Thurston 235-0293	Chris Thurstan 235-0293	Chris Thurston 235-0293	Rick Morrill 271-1877	Rick Morrill 271-1877	
Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	
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300.00	350.00	390.00									450.00	295.00	350.00	375.00	575.00	
\$ 300.00	\$ 350.00	\$ 390.00	\$ 400.00	\$ 500.00	N/A	N/A	N/A	N/A	N/A	N/A	\$ 450.00	\$ 295.00	\$ 350.00	\$ 375.00	\$ 575.00	
\$ 300.00	\$ 350.00	\$ 390.00	\$ 400.00	\$ 500.00	N/A	N/A	N/A	N/A	N/A	N/A	\$ 450.00	\$ 295.00	\$ 350.00	\$ 375.00	\$ 575.00	

Page 23 of 28

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DOT – Turnpikes	DOI - Turnpikes	Adjutant General's Dept.	DHHS	DHHS	DHHS	NHEmployment Security	NH state Liquor Commission	NH state Liquor Commission	NH Police Standards & Training	NH Police Standards & Training	NH Lottery Commission	Lottery	DRED	DOT - Traffic
Hooksen Sid :	Hookself Man	Franklin RC	Gray House	Yellow House	Ваувепу	Admin	Maintenance	Head quarters	Arthur D. Kehas Training Fac & Campus	Arthur D. Kehas Training Fac 2 Campus		Lottery	Main Office	Moin Office
Hackett Hill Road	1-93	300 South Main St.	93 Pleasant	89 Pleasant St.	5 Howard Rd	32 South Main	Stickney Ave	Storrs st	17 Institute Drive	17 Institute Drive	14 Integra Dr	14 Integra Dr	172 Pembroke Rd	18 Smokey Bear Blvd
Hookseff	Hooksett	Franklin	Concord	Concord	Concord	Concord	Concord	Concord	Concord	Concord	Concord	Concord	Concord	Concord
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CAT	CAI	Cummings Pwr Gen	Briggs & Straton	Briggs & Straton	Briggs & Straton	Kohler	Doosan (port)	caterpillar	Caterpillar	Caterpillar	Onan	ONAN	Olympian	Kohler
D60- 6/60KW/20 8 Volt/3 Phase	D100-6	100 GSGAA	40229	40229	40229	350REOZDD	IR G90WJD-	SR4	C15/L06, 350kw	C15/L05, 300kw	45EM	45EM	D150 P1	125REOZJB
Fropane	Diesed	Diesel	Natural Gas	Natural Gas	Natural Gas	Diesel #2	Diesel	Diesel	Diese.	Diesel			Diesei	Diese
Vic Dumont 396-1808	Vic Dumont 396-1808	Paul Annis 225-1357	Gerard Fraher 271-5270	Gerard Fraher 271-5270	Gerard Fraher 271-5270	Rocky Carter 228-4028	John Tower 419-9069	Jahn Tower 419-9069	Clem Hamilton, 271-3978	Clem Hamilton, 271-3978	Kevin Jones-271-3391 x-330		Paul Leary 271-2214	Brian McCrea - 271-2291
Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimock
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325.00	325.00	330.00				\$45.00	600.00	440.00	450.00	450.00	350.00	330.00	400.00	330.00
\$ 325.00	\$ 325.00	\$ 330.00	N/A	N/A	N/A	\$ 545.00	\$ 600.00	\$ 440.00	\$ 450.00	\$ 450.00	\$ 350.00	\$ 330.00	\$ 400.00	\$ 330.00
\$ 325.00	\$ 25.00	\$ 330.00	N/A	N/A	N/A	\$ \$45.00	\$ 600.00	\$ 440.00	\$ 450.00	\$ 450.00	\$ 350.00	\$ 330.00	\$ 400.00	\$ 330.00

Page 24 of 28

Contractor Initials

Date 112

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	DOT – Turnpikes	DOT – Turnpikes	DOT – Bridge Maint	DOT District 6	DOS State Police	DOS State Police	DOT District 5	DAS/Bureau Court Facilities	DAS/Bureau Court Facilities	DES-WRBP	DES-WRBP	DOT District 5	DOT District 2	DOS State Police	DOT – Turnpikes	
	Hampton Side Road	Hampton Maintenance	Hampion River Bridge	P\$408 Epping	Troop A	Worner Hill	PS528 Derry	Rockingham Cly Court	Rockingham Chy Court	River Street Pump Station	Portable Generator (stored at WWTP)	PSS26 Warner	Patrol 214	Oak Hill Towe	Turnpikes Admin Building	
	Rt 101	1-95	NH 1A Hampton River, N side	73 Old Hedding Road	315 Cale! Highway		59 Kendall Pond Rd	#10 Route 125	#10 Route 125	101 River Street	528 River St.	35 Warner Road	63 Old Dump Road	Oak Hill Road	36 Hackett Hill Rd.	
	Hampton	Hampton	Hampton	Epping	Epping	East Demy	Demy	Brentwood	Brentwood	Franklin	Franklin	Wamer	New London	Loudon	Hooksett	
-																-
,	Olympian	CAT	Sullair	Kohler	Koehler 50 KW	CAT G20F3S 20 KW	Kohler 20	Cummings	Caterpillar	Caterpillar	Caterpillar	John Deere	Kohler 2007	CAT G20F3S 20 KW	Kohler	\ \ \ \
0 25 20	100KW/240 V/Single Phase	60KW/208 Volt/Single Phase	135nvi	30REOZJC	50 REOZJB	E12168	20 REOZJB	6BTA5.9-F1	SR-4	3406	XQ350 - 3406		25 k w	E12163	120/208v 3 Phase	VILVEHWIENI V
5	Diesel	Diesel	Natural Gas	Diesei	Diesel	Propane	Diesel	Diesei	Diesei	Diesel	Diesei	Diesel	Internal Diesel Tank	Propane	Diesel	-
	Vic Dumont 396-1808	Vic Dumont 396-1808	Paul Spinney # 396-4215	Jeff Moore/Mike Lavoie 868-1133	Jim Minery 419-9451	Jim Kowalik 271-2421	Gary Clifford 666-3336	Dave Paola 643-5256 x2289	Dave Paola 643-5256 x2288	Stan Mitchell (528-6746)	Stan Mitchell (528-6746)	Gary Clifford 666-3336	John Barrell 526-6409	Jim Kowalik 271-2421	Vic Dumont 396-1808	
	Rockingham	Rockingham	Rockingham	Rockingham	Rockingham	Rockingham	Rockingham	Rockingham	Rockingham	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	Merrimack	
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	320.00	325.00	470.00	350.00	330.00	300.00	290.00	390.00	395.00	290.00	290.00	300.00	270.00	300.00	340.00	
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	320.00	325.00	470.00	350.00	330.00	300.00	290.00	390.00	395.00	290.00	290.00	300.00	270.00	300.00	340.00	
7	\$ 320.00	\$ 325.00	\$ 470.00	\$ 350.00	\$ 330.00	\$ 300.00	\$ 290.00	\$ 390.00	\$ 395.00	\$ 290,00	\$ 290.00	\$ 300.00	\$ 270.00	\$ 300.00	\$ 340.00	

Page 25 of 28

Contractor Initials

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DOT - Traffic	DRED	DRED	Seacoast Science Center	DRED Division of Parks	DOT – Bridge Maint	DOT	DOT	NH state Liquor Commission	NH state Liquor Commission	DOT – Turnpikes
NH 101 Exit 11 Signals	Seabrook Welcome Center	Salem Rest A: ca	Odiorne Point Slate Fark	Walls Sands State Beach	Portsmouth Memorial Bridge	Bridge Maintenance	Bridge Maintenance	Slore #73	Store#76	Hampton Ma י Road
NH 108 interchange / NH 101(Exit 11)	1-95	I-93 Northbound MA Stateline	PO Box 606. Roule 1A	1050 Ocean Blvd	US 1Piscataqua River, South side	Sarah Long Bdg South side	Sarah Long Bdg North side	1-95 South	1-95 North	1-95
Stratham	Seabrook	Salem	Rye	Rye	Portsmouth	Portsmouth	Portsmouth	Hampton	Hampton	Hampton
Generac	Olympian	S. Worth- Milton Oly Power Sys	Olympian	Southworth Milton Cat	Onan	Onan	Caterpillar	olympian	caterpillar	CAI
44560	100KW/240 V/Single Phase	93A046625	675 F36	G10435	4.0 CC5- 3CR/22650 V	DG FA- 4476221	D175-2	97a07763-s	SR4	150KW/240 V/3 Phase
Propane	Diesel	Diesei	Propane	fropane	Propane	diesei	diesel	Diesel	Diesel	Diesel
Joseph Giunta - 271-2291	Vic Dumont 396-1808	Jen Codispoli 271-2665	Jim Chase 436-8043	Gary Bashline 436-1552	Gene Popien Office 436- 1099 or 396-4644	Gene Popien Office 436- 1099 or 396-4644	Gene Popien Office 436- 1099 or 396-4644	John Tower 419-9069	John Tower 419-9069	Vic Dumont 396-1808
Rockingham	Rockingham	Rockingham	Rockingham	Rockingham	Rockingham	Rockingham	Rockingham	Rockingham	Rockingham	Rockingham
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270.00	360.00	300.00	240.00	250.00	470.00	345.00	350.00	325.00	320.00	350.00
5 270.00	\$ 360.00	\$ 300.00	5 240.00	\$ 250.00	\$ 470.00	\$ 345.00	\$ 350.00	\$ 325.00	\$ 320.00	\$ 350.00
\$ 270.00	\$ 360.00	\$ 300.00	\$ 240.00	5 250.00	\$ 470.00	\$ 345.00	\$ 350.00	\$ 325.00	\$ 320.00	\$ 350.00

* One hour response time as specified in Section 8

X Emergency calls only. No yrly service needed



SECTION B

REPAIR RATES (Applicable to emergency service calls/repair):

The Contractor hereby agrees to provide repair services and respond to emergency service calls at the following rates per hour:

Monday thru Friday 7:30 A.M. to 4:00 P.M. Monday thru Friday 4:01 P.M. to 6:59 A.M. Saturda: Work Holiday Work* Sunday Work 90 180 180 135 135 per hour/per person
SECTION D	
Generator Rental	\$/Day
8 KW	\$1,240.00
10 KW	\$1,240.00
20 KW	\$1.240.00
30 KW	\$1,240.00
60 KW	\$1,720.00
80 KW	\$1,840.00
100 KW	\$1,840.00
400 KW	\$2,820.00
600 KW	\$3.060.00
800 KW	\$3,670,00
1000 KW	\$3,670 00
1250 KW	\$5,350.00
1750 KW	\$5,600.00

STATE OF NEW HAMPSHIRE BID AFFIDAVIT FORM

Date: October 19, 2012

Company Name:

Weld Power Service Co Inc 14 Technology Drive Auburn MA 01501

In accordance with RSA 21-1:11-c, the undersigned bidder certifies that neither the bidder nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):

- Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annualled;
- (2) Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
- (3) Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
- (4) Is currently debarred from performing work on any project of the federal government or the government of any state;
- (5) Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state:
- (6) Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
- (7) Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
- [8] Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
- (9) Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
- (10) Has been placed on the debarred parties list described in RSA 21-1:11-c within the past year.

(10)	has been placed on the debarred parties list described in KSA 21-1.11-c within the past year.	
The Bidder has	as read and fully understands this form.	
Authorized	ed Signor's Name Printed MANY IL DETC 1507]	
Authorized	ed Signor's Signature	
Authorized	ed Signor's Title Divircitor of Marketing/Sall	•,•
NOTARY	RY PUBLIC/JUSTICE OF THE PEACE	
COUNT	TY: worcester STATE: MA ZIP: 0150/	
On the 🚵	and day of october, 2012, personally appeared before me, the above named marcella let	esson , in his

capacity as authorized representative of provention and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

(Notary Public/Justice of the Peace)

My cornmission expires: 8/8

October 1970

-	IC	Öl		CATE OF LIA	BILITY IN	ISURAN		DATE (MM/DD/YYYY) 4 09/14/2012					
Sul 10 (hes	tnu	urance Group, Inc. t Street		ONLY AND HOLDER. T	CONFERS NO RIGHTS CERTIFICATE	D AS A MATTER OF INF GHTS UPON THE CERT E DOES NOT AMEND, E FORDED BY THE POLIC	FICATE KTEND OR					
	te 10 rcest	-	MA 01608-2804		INSURERS A	FFORDING COVE	RAGE	NAIC #					
INSU	RED		Wald Daws Carries Co.	l	INSURER A. Th	e Hartford							
			Weld Power Service Con 14 Technology Drive	npany, inc.	INSURER B:								
			Auburn, MA 01501		INSURER C:								
						INSURER D:							
CO	/ERA	GES			INSURER E.	INSURER E.							
TH Al M P(IE PO IY RE AY PE OLICIE	JCIE DUIF RTA	ES OF INSURANCE LISTED BELC REMENT, TERM OR CONDITION (IN, THE INSURANCE AFFORDED	OW HAVE BEEN ISSUED TO THE I OF ANY CONTRACT OR OTHER D BY THE POLICIES DESCRIBED F Y HAVE BEEN REDUCED BY PAID	DOCUMENT WITH RESP HEREIN IS SUBJECT TO DICLAIMS.	ECT TO WHICH THE ALL THE TERMS, E	S CERTIFICATE MAY BE ISS	SUED OR					
INSR LTR	ADD'L NSRD		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	S					
Α		GEN	IERAL LIABILITY	08UUNBR9855	01/01/12	01/01/13	DAMAGE TO RENTED	\$1,000,000					
		X	COMMERCIAL GENERAL LIABILITY				PREMISES (Ea occurrence)	\$300,000					
		-	CLAIMS MADE X OCCUR				MED EXP (Any one person) PERSONAL & ADV INJURY	\$10,000					
}					}	ĺ	GENERAL AGGREGATE	\$1,000,000 \$2,000,000					
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Α		AUT X	OMOBILE LIABILITY ANY AUTO	08MCP400623K1	01/01/12	01/01/13	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000					
			ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$					
		X	HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	s					
							PROPERTY DAMAGE (Per accident)	s					
		GAI	RAGE LIABILITY	}		j	AUTO ONLY - EA ACCIDENT	\$					
			ANY AUTO				OTHER THAN EA ACC	S					
A		EV	CESS/UMBRELLA LIABILITY	08XHUAB8267	01/01/12	01/01/13	EACH OCCURRENCE	s s10,000,000					
		X	OCCUR CLAIMS MADE	UUXIIDABUZU!	01/01/12	01/01/13	AGGREGATE	\$10,000,000					
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A			S COMPENSATION AND RS' LIABILITY	08WEDO3778	01/01/12	01/01/13	X WC STATU- TORY LIMITS OTH- ER						
}	ANY	PRO	PRIETOR/PARTNER/EXECUTIVE MEMBER EXCLUDED?				E.L. EACH ACCIDENT	s1,000,000					
1	If yes	, des	chbe under		1		E.L. DISEASE - EA EMPLOYEE	\$1,000,000					
-	OTH		PROVISIONS below				E.L. DISEASE - POLICY LIMIT	31,000,000					
1			of operations / Locations / VEHI of insurance on behalf of	cles / Exclusions ADDED BY ENDO the named insured.	ORSEMENT / SPECIAL PRO	ovisions							
L							- N - P						
CE	RTIF	CA	TE HOLDER		CANCELLAT		or Non-Payment						
			State of New Hampshire Administrative Services Purchasing Agent, Lore	;	DATE THEREOF,	THE ISSUING INSURER CERTIFICATE HOLDER	ED POLICIES BE CANCELLED IN REVIEW BY TO MAIL _ NAMED TO THE LEFT, BUT FAROTHE INSU	30 DAYS WRITTEN					
			Bureau of Purchase & P		REPRESENTATIV	res							
			25 Capitol Street, Room		Gelen T.	PRESENTATIVE							
1			Concord NH 03301		Yaun 1.	MARKERIA							

CORPORATE RESOLUTION

Resolved that Wold Dower Service Company enter into a contract with New Hampshire Division of Plant & Property Management for general purposes of Generator Preventive Maintenance and all opon such terms and conditions as are set forth in the agreement between the parties and annexed hereto

The undersigned heroy certifies that Marcie Peterson, Director of Morireting & Saler, is dely elected and qualified Contract Manager and authorized to enter in the above stated contract on behalf of Weld Power Service Company, a corporation duly formed pursuant to the laws of the State of Massachusetts and that the foregoing is a true record of a resolution duly adopted at a meeting of the President & Owner and that the said meeting was held in accordance with the State law and Bylaws of the above named Corpor tion on September 13, 2012, and that said resolution is now in full force and effect without mountains or resolution.

USD (ATO TO MICE TELEC, I have expected my name as President and have recreased of their face rate are all the above remod Corporation this September 13% of 2012.

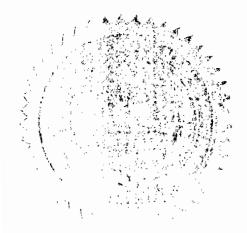
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State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Weld Power Service Company, Inc. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on July 28, 2010. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17th day of September, A.D. 2012

William M. Gardner Secretary of State