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State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

VICKI V. QUIRAM
Commissioner
(603)-271-3201

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

November 24, 2015

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 the State Contract with FM Generator, Inc., Canton MA (VC 165600), originally approved by Governor and Executive Council on December 19, 2012, Item #21, and amended on September 18, 2013, Item #22 for the provision of generator maintenance services by extending end date from December 31, 2015 to June 30, 2016, with a corresponding increase in the contract price limitation by \$7,500.00, from \$200,000.00 to \$207,500.00, effective upon Governor and Executive Council approval through June 30, 2016.

Funding is provided through individual agency expenditures; none of which shall be permitted unless there are sufficient appropriated funds in a specific Accounting Unit to cover the expenditure.

EXPLANATION

On December 19, 2012, item #21 and amended on September 18, 2013, Item #22, Governor and Executive Council approved a three-year contract with FM Generator, Inc. for generator preventive maintenance and miscellaneous repair, emergency calls and rental of temporary generators. The Department of Administrative Services is seeking an extension of the existing contract in order to complete a comprehensive competitive bid, under the same terms, conditions and pricing structure, subject to the requisite approval of Governor and Executive Council. This service is essential throughout the State agencies.

Based on the foregoing, I am respectfully recommending approval of the amendment to the contract with FM Generator, Inc.

Respectfully Submitted,
Vicki V. Quiram
Vicki V. Quiram
Commissioner

**SECOND AMENDMENT TO THE CONTRACT
BETWEEN FM GENERATOR, INC.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR GENERATOR MAINTENANCE & REPAIR SERVICES
CONTRACT # 8001337**

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 10th day of November, 2015, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and FM Generator, Inc. (hereinafter referred to as "the Contractor") for Generator Maintenance & Repair Services.

WHEREAS, pursuant to an agreement effective December 19, 2012 set to expire December 31, 2015, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain generator and maintenance & repair services 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;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:
1.7 June 30, 2016
2. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$207,500.00
3. Amend Exhibit B, Payment Terms, the following payment terms for the period January 1, 2016 through June 30, 2016:

	Agency	Facility Name	Qty	County	Cost 1/1/16 - 6/30/16
Location A	DOT District 3	PS 301	1	Carroll	\$165.00
	DRED	Conway Scenic Vista	1	Carroll	\$180.00
	NHEmployment Security	Conway Office	1	Carroll	\$170.00
	DAS/Bureau Court Facilities	Carroll County Courthouse	1	Carroll	\$300.00
	DOS State Police	Whittier Mountain	1	Carroll	\$170.00
	DOS State Police	Troop E	1	Carroll	\$175.00

	DOT District 2	Patrol 204	1	Grafton	\$175.00
	DRED	Lafayette Place Camp Gr	1	Grafton	\$182.50
	Adjutant General's Dept.	Littleton RC	1	Grafton	\$235.00
	DOT District 1	Littleton Patrol Shed	1	Grafton	\$162.50
	Adjutant General's Dept.	Plymouth RC	1	Grafton	\$200.00
	DOS State Police	Tenney Mountain	1	Grafton	\$175.00
	DOT District 3	PS 325	1	Grafton	\$162.50
	NH F & G	Warren Fish Hatchery	1	Grafton	\$182.50
	NH F & G	Warren Fish Hatchery	1	Grafton	\$182.50
Location D	DOT District 2	District Office	1	Grafton	\$175.00
	DOS State Police	Moose Mountain	1	Grafton	\$170.00
	Adjutant General's Dept.	Lebanon RC	1	Grafton	\$200.00
	DOT District 2	Patrol 202	1	Grafton	\$167.50
	DRED	Springfield Rest Area	1	Sullivan	\$180.00
	DOT District 2	Patrol 213	1	Sullivan	\$162.50
	DRED Division of Parks	Pillsbury State Park	1	Sullivan	\$150.00
Location E	DAS/Bureau Court Facilities	Dover District Court	1	Strafford	\$150.00
	DOT - Tumpikes	Dover Toll	1	Strafford	\$170.00
	DOT - Tumpikes	Dover Maintenance	1	Strafford	\$187.50
	DOT District 6	District 6 Office	1	Strafford	\$162.50
	DOS State Police	Blue Job	1	Strafford	\$175.00
	DAS/Bureau Court Facilities	Rochester Courthouse	1	Strafford	\$195.00
	DOT - Tumpikes	Rochester Toll	1	Strafford	\$187.50
	Adjutant General's Dept.	Somersworth RC	1	Strafford	\$212.50
	NH Employment Security	NHES	1	Strafford	\$212.50

FM GENERATOR, INC.

By: Rebecca King
Rebecca A King
(Print Name)

Title: Corporate Secretary

Date: 11/10/15

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 10th day of November, 2015.
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

Rebecca King / Corporate Secretary

And acknowledge that he executed this document indicated above.

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

Suzanne Stewart
(Notary Public/Justice of the Peace)

My commission expires:

July 22, 2022
(Date)



SUZANNE STEWART
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 22, 2022

STATE OF NEW HAMPSHIRE

By: Vicki V. Quiram
Vicki V. Quiram
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 12/1/15

OFFICE OF THE ATTORNEY GENERAL

By: Jill Desrochers
Jill Desrochers
(Print Name)

Title: Asst. Attorney General

Date: 12/3/15

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

Signed: _____

(Print Name)

Title: _____

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that F.M. Generator, Inc. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on May 1, 2007. 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 19th day of November, A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



November 10, 2015

CERTIFICATE OF CORPORATE VOTE

In accordance with a recent meeting of the board of directors held January 2, 2015, I, Julie Mitchell, as President of FM Generator, Inc. do hereby authorize Rebecca King, as its Corporate Secretary and the custodian of books and records, to act in all manners relating to application for authorization, including signing of all documents relating to these matters. Affixed find the seal of FM Generator, Inc., a corporation duly formed pursuant to the laws of the state of Massachusetts. The foregoing is a true record in effect without modification or rescission.

Julie Mitchell
Signature

Julie Mitchell
Name (Printed)

11/10/15
Date

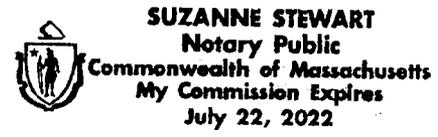
County: Norfolk State: Massachusetts Zip: 02021

Notary Public

Subscribed and sworn to this 10th day of November, 20 15 before me,

Suzanne Stewart
Notary Public

My commission expires on: July 22, 2022





State of New Hampshire

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

August 16, 2013

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

9/18/2013 #22

REQUESTED ACTION

Authorize the Department of Administrative Services to amend its contract with FM Generator Inc, of 35 Pequit Street, Canton MA (VC 165600), originally approved by Governor and Executive Council on December 19, 2012, item #21, to add two (2) locations for generator maintenance services, and to allow in the future for the Department to add and remove services, provided the associated fees will not exceed the enumerated price limitation of \$200,000, pursuant to the approval of the Commissioner of the Department. 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 two (2) locations that were not originally identified by agencies in the original bid process. These locations are being awarded to FM Generator Inc, because they were the vendor awarded the original contract for the geographic area of the two locations being added. The prices are comparable to other locations in the current contract.

In addition, the Department requests amendment of the contract to allow for future additions or subtractions of service locations without the approval of Governor and Executive Council provided said adjustments do not result in an increase in the initially approved contract price limitation. This request is based upon: (1) the need for flexibility in the context of service contracts of this nature, which typically require numerous adjustments; and (2) an appreciation of the fact that engaging Governor and Executive Council in all such instances would be unnecessarily taxing on the Council's time.

Based on the foregoing, I am respectfully recommending approval of the amendment to the contract with FM Generator Inc.

Respectfully Submitted,

Linda M. Hodgdon
Commissioner

**FIRST AMENDMENT TO THE CONTRACT
BY AND BETWEEN FM GENERATOR INC 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 ____ day of July 2013, is by and between the State of New Hampshire, Department of Administrative Services, (hereinafter referred to as "the State") and **FM Generator Inc** (hereinafter referred to as "the Contractor") for generator maintenance services.

WHEREAS, pursuant to an agreement effective December 19, 2012 and set to expire December 31, 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 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 Section 18 of the Agreement by deleting the existing section in its entirety and replacing with the following:

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. Notwithstanding the foregoing, this Agreement may be amended to include or exclude specified services pursuant to the approval of the Commissioner of the Agency identified in Section 1.1, provided that no increase in the Contract Price Limitation set forth in Section 1.8 is necessary.

2. Amend Attachment A., as follows to add the following location:

Facility Name/Address
NH Employment Security
6 March Brook Drive
Somersworth NH

Qty	MFR	Model #	Fuel Source	Annual Cost (FY-13)	Annual Cost (FY-14)	Annual Cost (FY-15)
1	Kohler	100 kW REOZJE	Diesel	\$425.00	\$425.00	\$425.00

3. Amend Attachment A., as follows to add the following location:

Facility Name/Address
DRED SUMMIT of Milan Hill
Rte 110B
Milan NH

Qty	MFR	Model #	Fuel Source	Annual Cost (FY-13)	Annual Cost (FY-14)	Annual Cost (FY-15)
1	CAT Olympian	G60LG	LP	\$400.00	\$400.00	\$400.00

4. All other provisions of the Agreement approved by the Governor and Executive Council on December 19, 2012 shall remain in full force and effect.

Contractor's Initials LC
Date 7/15/13

FM GENERATOR INC.

STATE OF NEW HAMPSHIRE

By: Rebecca A King
Rebecca A King
(Print Name)

By: Linda M Hodgdon
Linda M. Hodgdon
(Print Name)

Title: Corporate Secretary

Title: Commissioner
Department of Administrative Svcs.

Date: 6/13/2013

Date: 8/19/13

NOTARY PUBLIC/JUSTICE OF THE PEACE

OFFICE OF THE ATTORNEY GENERAL

On the 13 day of June, 2013
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

By: Michael K. Brown
Michael K. Brown
(Print Name)

Corporate Secretary

Title: Gen. Assist. Atty General

Date: 8/24/13

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

Tracy J. Daniel
(Notary Public/Justice of the Peace)

Signed: _____

My commission expires:
TRACY J. DANIEL
Notary Public
Commonwealth of Massachusetts
Date Commission Expires
September 16, 2016

(Print Name)
Title: _____

Contractor's Initials SK
Date 6/13/13



Contract 8001337 file

State of New Hampshire

12/31/2015

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

December 5, 2012

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 ~~FM Generator Inc~~ 35 Pequit Street, Canton MA (Vendor No. 165600), 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 are sufficient appropriated funds in a specific fund 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.

In response to and the consequence of Governor and Council meeting on November 14, 2012 item #17 being denied, the Department reissued on November 14, 2012, a request for bid for generator maintenance contracts. On November 27, 2012, three compliant bids were received. Bids were evaluated on the basis of the bidders' lowest applicable fees for preventive maintenance and generator repairs. The contracts are awarded 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 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 FM Generator Inc.

Respectfully submitted,

Linda M. Hodgdon
Commissioner

Location A: Conway, Ossipee, &
Tamworth

Location B: Berlin, Columbia, Gorham, Lancaster, Pittsburg, Twin
Mtn, & W. Stewartstown

Location C: Benton, Franconia, Haverhill, Lincoln, Littleton,
Plymouth, Thornton, & Warren

Location D: Enfield, Etna, Lebanon, Wentworth, Springfield,
Sunapee, & Washington

Location E: Dover, Durham, Farmington, Rochester, Somersworth &
Strafford

STATE OF NEW HAMPSHIRE
 Bureau of Purchase and Property
 BID # 1490-13
 11/27/2012 @ 1:30 PM
 Statewide Generator Maintenance Contract

PMW Generator									
CATEGORY A (Yrly Maint)		CATEGORY B (Hourly)		CATEGORY D (Rental)		WEIGHTED TOTAL			
Offer	Weighted Offer (60%)	Offer	Weighted Offer (25%)	Offer	Weighted Offer (15%)	(Weighted Offer 60% + Weighted Offer 25% + Weighted Offer 15%)			
Location A	\$ 6,280.00	\$ 3,768.00	\$ 39,270.00	\$ 9,817.50	\$ 40,693.00	\$ 6,103.95	\$ 21,735.45		
Location B	\$ 19,290.00	\$ 11,574.00	\$ 39,270.00	\$ 9,817.50	\$ 40,693.00	\$ 6,103.95	\$ 27,495.45		
Location C	\$ 21,405.00	\$ 12,843.00	\$ 39,270.00	\$ 9,817.50	\$ 40,693.00	\$ 6,103.95	\$ 28,764.45		
Location D	\$ 7,230.00	\$ 4,338.00	\$ 39,270.00	\$ 9,817.50	\$ 40,693.00	\$ 6,103.95	\$ 20,259.45		
Location E	\$ 9,690.00	\$ 5,814.00	\$ 39,270.00	\$ 9,817.50	\$ 40,693.00	\$ 6,103.95	\$ 21,735.45		
							WEIGHTED TOTAL		

Weld Power									
CATEGORY A (Yrly Maint)		CATEGORY B (Hourly)		CATEGORY D (Rental)		WEIGHTED TOTAL			
Offer	Weighted Offer (60%)	Offer	Weighted Offer (25%)	Offer	Weighted Offer (15%)	(Weighted Offer 60% + Weighted Offer 25% + Weighted Offer 15%)			
Location A	\$ 11,600.00	\$ 6,960.00	\$ 42,930.00	\$ 10,732.50	\$ 34,530.00	\$ 5,179.50	\$ 22,872.00		
Location B	\$ -	\$ -	\$ -	\$ -	\$ 34,530.00	\$ 5,179.50	\$ -		
Location C	\$ -	\$ -	\$ -	\$ -	\$ 34,530.00	\$ 5,179.50	\$ -		
Location D	\$ 15,150.00	\$ 9,090.00	\$ 42,930.00	\$ 10,732.50	\$ 34,530.00	\$ 5,179.50	\$ 25,002.00		
Location E	\$ 16,950.00	\$ 10,170.00	\$ 42,930.00	\$ 10,732.50	\$ 34,530.00	\$ 5,179.50	\$ 26,082.00		
							WEIGHTED TOTAL		

Power Up Generator									
CATEGORY A (Yrly Maint)		CATEGORY B (Hourly)		CATEGORY D (Rental)		WEIGHTED TOTAL			
Offer	Weighted Offer (60%)	Offer	Weighted Offer (25%)	Offer	Weighted Offer (15%)	(Weighted Offer 60% + Weighted Offer 25% + Weighted Offer 15%)			
Location A	\$ 7,675.00	\$ 4,605.00	\$ 49,674.00	\$ 12,418.50	\$ 33,940.00	\$ 5,091.00	\$ 22,114.50		
Location B	\$ 30,260.00	\$ 18,156.00	\$ 49,674.00	\$ 12,418.50	\$ 33,940.00	\$ 5,091.00	\$ 35,665.50		
Location C	\$ 28,764.00	\$ 17,258.40	\$ 49,674.00	\$ 12,418.50	\$ 33,940.00	\$ 5,091.00	\$ 34,767.90		
Location D	\$ 8,995.00	\$ 5,397.00	\$ 49,674.00	\$ 12,418.50	\$ 33,940.00	\$ 5,091.00	\$ 22,906.50		
Location E	\$ 11,195.00	\$ 6,717.00	\$ 49,674.00	\$ 12,418.50	\$ 33,940.00	\$ 5,091.00	\$ 24,226.50		
							WEIGHTED TOTAL		

Location A: Conway, Ossipee, & Tamworth
 Location B: Berlin, Columbia, Gosham, Lancaster, Pittsburg, Twin Min, & W. Stewartstown
 Location C: Benton, Franconia, Haverhill, Lincoln, Littleton, Plymouth, Thornton, & Warren
 Location D: Enfield, Etna, Lebanon, Wentworth, Springfield, Sunapee, & Washington
 Location E: Dover, Durham, Farmington, Rochester, Somersworth & Stratford

No Bid
 Scherbon Consolidated Inc
 Million Cal
 Data Power of NE

Subject: Contract for Generator Maintenance Service

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name FM Generator Inc VC 165600		1.4 Contractor Address PO Box 528 / 35 Pequit St, Canton MA 02021	
1.5 Contractor Phone # 781-828-0026	1.6 Account Number See Appendix D	1.7 Completion Date December 31, 2015	1.8 Price Limitation \$200,000.00
1.9 Contracting Officer for State Agency Loretta Head, Purchasing Agent		1.10 State Agency Telephone Number 603-271-3135	
1.11 Contractor Signature <i>Rebecca A King</i>		1.12 Name and Title of Contractor Signatory <i>Rebecca A. King Corporate Secretary</i>	
1.13 Acknowledgement: State of <i>Massachusetts</i> County of <i>Norfolk</i> On <i>11/28/12</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Tracy J. Daniel</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace TRACY J. DANIEL Notary Public Commonwealth of Massachusetts My Commission Expires September 16, 2016			
1.14 State Agency Signature <i>Linda M. Hodgdon</i>		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Reshma Patel</i> On: <i>12-6-12</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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 liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to 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.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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.

EXHIBIT A

PURPOSE

FM Generator Inc (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 State.

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

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 than the normal safety and security procedures and standards established by the State, and at no time shall state facilities or its occupants be placed in jeopardy.

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.

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

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
SYSTEM

Check starter motor solenoid terminal
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

FINAL
CHECK

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

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

*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.

* **Minor Inspection** 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.

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

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 ten (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.

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 be 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.

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.

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 not 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.

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.

EXHIBIT D

RFB1457-13 is incorporated herewith.

ATTACHMENT A

Agency	Facility Name	Address	Town	Qty	Generator Manufacturer	Model #	Fuel Source	Contact	County	Annual Cost FY13	Annual Cost FY14	Annual Cost FY15
DOT District 3	PS 301	608 Eaton Rd (NH 153)	Conway	1	Generac	SD0060	Diesel	Bradford Allen, 447-1217	Carroll	\$330.00	\$330.00	\$
DRED	Conway Scenic Vista	3654 White Mt Hwy (US 302)	Conway	1	Kohler 20 KW	20RE028	Diesel	Jen Codispoti 271-2665	Carroll	\$	\$	\$
NH Employment Security	Conway Office	518 White Mountain Hwy	Conway	1	Kohler	50 REFG	Diesel #2	Rocky Carter 228-4028	Carroll			\$
DAS/Bureau Court Facilities	Carroll County Courthouse	96 Water Village Road	Ossipee	1	Cummings CAI G20F3S 20 KW	3000QHAB	Diesel	Phyllis Nudd 783-1796	Carroll	\$	\$	\$
DOS State Police	Whittier Mountain Troop E	1864 White Mountain Rd	Tamworth	1	Kohler 50 KW	50 RE02JB	Diesel	Jim Kowalik 271-2421	Carroll	\$	\$	\$
Dept. of Corrections	Northern NH Cor Facility	188 E. Main Road	Berlin	3	Caterpillar	3412 SR48	Diesel	Ted Rydberg 752-0358	Cook	\$	\$	\$
* NH F & G	Berlin Hatchery	Yert Pond Rd	Berlin	1	Generac	45KW	Propane	Wayne Paschal 449-3412	Cook	\$	\$	\$
* NH F & G	Berlin Hatchery	Yert Pond Rd	Berlin	1	Generac	100KW	Propane	Wayne Paschal 449-3412	Cook	\$	\$	\$
Adjutant General's Dept.	Berlin RC	2169 River Side Dr	Berlin	1	Cummins Pwr Gen	100 GSGAA	Diesel	Paul Annis 225-1357	Cook	\$	\$	\$
DOI District 1	Columbia Patrol Shed	8 Grant Road	Columbia	1	Kohler	30RE02JC	Diesel	John Ross 788-4411	Cook	\$	\$	\$
DOI District 1	Gorham Patrol Shed	1 Main Drive	Gorham	1	Kohler	30RE02JC	Diesel	John Ross 788-4411	Cook	\$	\$	\$
DRED Division of Parks Adjutant General's Dept.	Mt. Washington summit	PO Box 0	Gorham	2	Caterpillar Chyminon	000093	Kerosene	Michael 545-9323	Cook	\$	\$	\$
DOI District 1	Lancaster-RC	332 Main St	Lancaster	1	Cummins Pwr Gen	100 GSGAA	Diesel	Paul Annis 225-1357	Cook	\$	\$	\$
DRED Trails Bureau	Great N. Woods Area	411 Main St. U.S. Rte 3	Lancaster	1	Kohler	30RE02JB	Diesel	John Ross 788-4411	Cook	\$	\$	\$
DOS State Police	Troop F	549 Route 302	Titusburg	1	Miller (Portable) Kohler 50 KW	30 RE02JB	Gasoline	Young 538-6707	Cook	\$	\$	\$
DOI District 1	Twin Mt. Patrol Shed	500 Route 302 West	Twin Mountain	1	Onan	14RE1G	Propane	John Ross 788-4411	Cook	\$	\$	\$
DOI District 1	Twin Mt. Fuel Facility	500 Route 302 West	Twin Mountain	1	Kohler	14RE1G	Propane	Adam White 846-5741	Cook	\$	\$	\$
DOS State Police	Holden Hill	512193	Strawtown	1	CAI G30F53 20 KW	512193	Propane	Jim Kowalik 271-2421	Cook	\$	\$	\$

Contractor Initials LS
Date 10/8/12

ATTACHMENT A

Location E	DOT District 2	Patrol 213	6 Post Office Road	Suncoast	Stacy 2006	12 In	Jet Diesel Tank	Reason Codes 843-1140	\$	\$	\$	\$
	DRED Division of Parts	Pillsbury State Park	PO Box 1001	Washington	Generic	0000	Propane	Alma Reppucci-209-8153	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	DAS/Bureau Court Facilities	Dover District Court	25 St. Thomas St	Dover	Olympian	D20P5	Diesel	Ferry Trelithen 783-1821	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
*	DOT - Turnpikes	Dover Toll	Spaulding Turnpike	Dover	CAT	60KW/240 Volt/2599	Diesel	Vic Dumont 396-1808	\$ 340.00	\$ 340.00	\$ 340.00	\$ 340.00
*	DOT - Turnpikes	Dover Maintenance	I-95	Dover	CAT	D40-6/60KW/208 Volt/3 Phase	Diesel	Vic Dumont 396-1808	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00
	DOT District 6	District 6 Office	271 Main Street	Durham	Kohler	12.5 RH 62	Propane	Jeff Moore/Mike Lovale 868-1133	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00
	DOS State Police	Blue Job		Farmington	CAT G20F3S	E121690	Propane	Jim Kowalk 271-2421	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00
	DAS/Bureau Court Facilities	Rochester Courthouse	76 No. Main Street	Rochester	Kohler	14/208ES	Natural Gas	Bill Anderson 783-1820	\$ 390.00	\$ 390.00	\$ 390.00	\$ 390.00
*	DOT - Turnpikes	Rochester Toll	Spaulding Turnpike	Rochester	CAT	60KW/240 V/Single Phase	Diesel	Vic Dumont 396-1808	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00
	Adjutant General's Dept.	Somersworth RC	15 Blackwater Rd.	Somersworth	Cummings Pwr Gen	100 G5GAA	Diesel	Paul Annis 725-1357	\$ 425.00	\$ 425.00	\$ 425.00	\$ 425.00
	Adjutant General's Dept.	NH National Guard	Route 126	Stratford	Cat Olympian	G100LQ2	Diesel	Richard Smith 715-3655	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00

* One hour response time as specified in Section B Emergency calls only. No yrtj 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.	\$ 85	per hour/per person
Monday thru Friday 4:01 P.M. to 6:59 A.M.	\$ 85	per hour/per person
Saturday Work	\$ 85	per hour/per person
Sunday Work	\$ 85	per hour/per person
Holiday Work*	\$ 85	per hour/per person

ATTACHMENT A

SECTION D	Generator Rental	\$/Day
	8 KW	\$505.00
	10 KW	\$505.00
	20 KW	\$505.00
	30 KW	\$530.00
	60 KW	\$530.00
	80 KW	\$980.00
	100 KW	\$980.00
	400 KW	\$3,716.00
	600 KW	\$3,716.00
	800 KW	\$5,206.00
	1000 KW	\$6,270.00
	1250 KW	\$6,270.00
	1750 KW	\$10,980.00