



State of New Hampshire

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

23 *dm*

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

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, and amended on May 15, 2013, item #19B. This second amendment is to add one (1) location 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 one (1) new location not originally identified in the original bid. This location is 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.

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.

Respectfully Submitted,

Linda M. Hodgdon
Commissioner

**SECOND 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 Second Amendment (hereinafter referred to as the "Amendment"), dated this 15th day of July 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 amended on May 15, 2013 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

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 as it was not on original survey for bid:

Facility Name/Address
DRED SUMMIT OF Mt. Belknap
Belknap Mountain Road
Gilford 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	G130LG	LP	\$550.00	\$550.00	\$550.00

3. All other provisions of the Agreement approved by the Governor and Executive Council on November 14, 2012 and amended on May 15, 2013 shall remain in full force and effect.

Contractor's Initials 
Date 7/15/13

WELD POWER GENERATOR
SERVICE CO.

By:

[Signature]

Marcella Peterson
(Print Name)

Title: Director of marketing/sales

Date: 7/15/2013

STATE OF NEW HAMPSHIRE

By:

[Signature]

Linda M. Hodgdon
(Print Name)

Title: Commissioner
Department of Administrative Svcs.

Date: 8/19/13

NOTARY PUBLIC/JUSTICE OF THE
PEACE

On the 15th day of July, 2013.

There appeared before me, the state and
county foresaid a person who
satisfactorily identified ^{herself} ~~himself~~ as

Marcella Peterson

And acknowledge that he executed this
document indicated above.

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

[Signature]

(Notary Public/Justice of the Peace)

My commission expires:

8/8/19

(Date)



OFFICE OF THE ATTORNEY
GENERAL

By:

[Signature]

Michael K. Brown
(Print Name)

Title:

Att. General

Date:

8/26/13

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

Signed: _____

(Print Name)

Title: _____

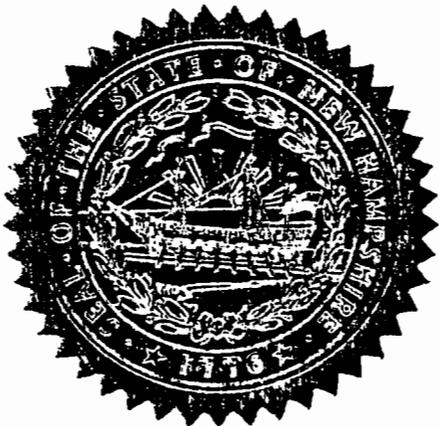
Contractor's Initials *[Signature]*

Date 7/15/13

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

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

William M. Gardner
Secretary of State

CORPORATE RESOLUTION

TJ 8/9/13
Second 8/8/2013

Resolved, that Weld Power Service Company enter into a ~~First~~ Amendment to the contract with New Hampshire Division of Plant & Property Management (DRED SUMMIT of Mt. Belknap) 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 July 15, 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 President and have hereunto affixed the corporate seal of the above named Corporation this July 15 of 2013.



Tim Geary

President

Client#: 14752

WELPO

ACORD

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).

PRODUCER Sullivan Insurance Group, Inc. 10 Chestnut Street Suite 1010 Worcester, MA 01608-2804	CONTACT NAME: Bonnie LaRue PHONE: 508 791-2241 FAX: 508-797-3689 MAIL ADDRESS: blarue@sullivanguard.com
INSURED Weld Power Service Company, Inc. 14 Technology Drive Auburn, MA 01501	INSURER(S) AFFORDING COVERAGE INSURER A: The Hartford INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		08UUNBR9855	01/01/2013	01/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Drive Oth Car SCHEDULED AUTOS NON-OWNED AUTOS		08MCP400623K1	01/01/2013	01/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		08XHUAB8267	01/01/2013	01/01/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/ MEMBER EXCLUDED? Y/N (Mandatory in NH) N N/A If yes, describe under DESCRIPTION OF OPERATIONS below	A	08WEDO3778	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS FL EACH ACCIDENT \$1,000,000 FL DISEASE - EA EMPLOYEE \$1,000,000 FL DISEASE - POLICY LIMIT \$1,000,000

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.

CERTIFICATE HOLDER 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 <i>John T. Andreoli</i>
--	---

03-2012-11-14-14

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

OFFICE OF THE COMMISSIONER

25 Capitol Street - Room 120

Concord, New Hampshire 03301

11/14/12
#16

LINDA M. HODGDON

Commissioner

(603) 271-3201

JOSEPH B. BOUCHARD

Assistant Commissioner

(603) 271-3201

October 1, 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 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.

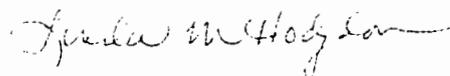
EXPLANATION

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,



Linda M. Hodgdon
Commissioner

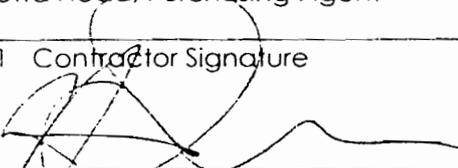
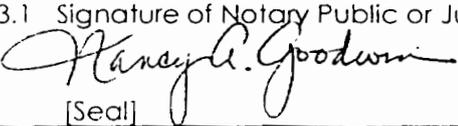
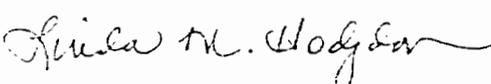
Subject: Contract for Generator Maintenance Service

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 Capital Street Concord, NH 03301	
1.3 Contractor Name Weld Power Service Company VC 208300		1.4 Contractor Address 14 Technology Drive, Auburn MA 01501 3295	
1.5 Contractor Phone # 508-832-3550	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 		1.12 Name and Title of Contractor Signatory Marcie Peterson Director of Marketing & Sales	
1.13 Acknowledgement: State of _____, County of _____ On <u>September 13, 2012</u> , 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  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace NANCY A. GOODWIN Notary Public			
1.14 State Agency Signature 		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: <u>Mike Bism</u> On: <u>OCT 22, 2012</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

Amend 1

19B
May 15, 2013

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) 271-3204

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,



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 24th 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 Sulfur 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

Date 4/24/13

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.

Contractor's Initials



Date 4/24/13

**WELD POWER GENERATOR
SERVICE CO.**

By: [Signature]
Marc Peterson
(Print Name)

Title: Director of Marketing/Sales
Date: 4/24/13

**NOTARY PUBLIC/JUSTICE OF THE
PEACE**

On the 24th day of April, 2013,
There appeared before me, the state and
county foresaid a person who
satisfactorily identified himself as
Marc Peterson

And acknowledge that he executed this
document indicated above.

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

[Signature]
(Notary Public/Justice of the Peace)

My commission expires:
5/18/14
(Date)



STATE OF NEW HAMPSHIRE

By: [Signature]
Linda M. Hodgdon
(Print Name)

Title: Commissioner
Department of Administrative Svcs.
Date: _____

**OFFICE OF THE ATTORNEY
GENERAL**

By: [Signature]
Rosemary Wiant
(Print Name)

Title: Assistant Attorney General
Date: 5-7-13

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

Signed: _____
(Print Name)

Title: _____

Contractor's Initials _____
Date _____