



State of New Hampshire

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

19A *DM*

LINDA M. HODGDON
Commissioner
(603) 271-3201

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 FM Generator Inc, of 35 Pequit Street, Canton MA (VC 165600), originally approved by Governor and Council on December 19, 2012, item #21, 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 three (3) 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 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 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 29th day of April 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

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 add the following location as it was not on original survey for bid:

Facility Name/Address
NH Employment Security
6 March Brook Drive
Somersworth 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	100 kW REOZJE	Diesel	\$500.00	\$500.00	\$500.00

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
Belknap 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	\$700.00	\$700.00	\$700.00

Contractor's Initials JK
Date 4/29/13

3. 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 Milan Hill
 Rte 110B
 Milan 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	\$700.00	\$700.00	\$700.00

4. 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 ix
 Date 5/21/13

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: 4/29/2013

Date: _____

NOTARY PUBLIC/JUSTICE OF THE PEACE

OFFICE OF THE ATTORNEY GENERAL

On the 29 day of April, 2013
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

By: Rosemary Wiant
Rosemary Wiant
(Print Name)

Rebecca King

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.

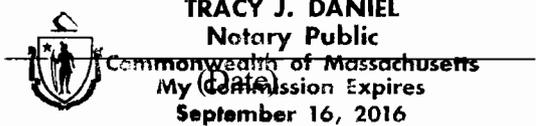
The foregoing contract was approved by the Governor and Council of New Hampshire on

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

Signed: _____

My commission expires:

(Print Name)



Title: _____

Contractor's Initials JK
Date 4/29/13



Corporate Headquarters

35 Pequit Street
P.O. Box 528
Canton, MA 02021

Phone: 781.828.0026
Fax: 781.821.2545
www.fmgenerator.com

24 HOUR EMERGENCY SERVICE

1-800-253-6617

CANTON, MA • SPRINGFIELD, MA • BURLINGTON, NC

FM Generator, Inc.

SALES • SERVICE • INSTALLATIONS • RENTALS • PARTS

CERTIFICATE OF CORPORATE VOTE

I hereby certify that I am the Corporate Secretary of FM Generator Incorporated and that at a duly authorized meeting of the Board of Directors of the Corporation held on January 6, 2012 in Canton, Massachusetts at which a quorum was present and voting, it was voted to authorize Rebecca King, the Corporate Secretary and the custodian of the books and records to execute and legally bind FM Generator, Inc. into contracts or amendments on behalf of FM Generator, Inc.

Rebecca A. King
Signature

Rebecca A. King
Name (Printed)

4/30/2013
Date

Subscribed and sworn to this 30 day of April, 2013 before me,

Tracy J. Daniel
Notary Public

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

Branch Offices

178 New Bridge Street
Springfield, MA 01089
(p) 413.737.0200
(f) 413.737.2288

2459 Corporation Parkway
Burlington, NC 27215
(p) 336.222.8012
(f) 336.222.8013



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November 28, 2012

To whom it may Concern,

In accordance with a recent meeting of the board of directors held January 6, 2012, 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.

Thank you,

Julie Mitchell
President
FM Generator, Inc.

County: Norfolk State: Massachusetts Zip: 02021

Notary Public

Subscribed and sworn to this 28th day of November, 2012 before me,

Notary Public

TRACY J. DANIEL
Notary Public



Commonwealth of Massachusetts
My Commission Expires
September 16, 2016

My commission expires on:

Branch Offices

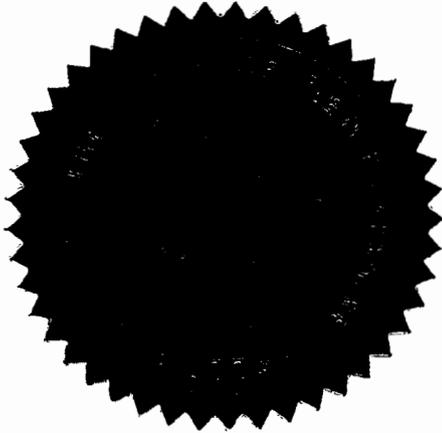
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2459 Corporation Parkway
Burlington, NC 27215
(p) 336.222.8012
(f) 336.222.8013

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 1st day of May, A.D. 2013

Handwritten signature of William M. Gardner in cursive script.

William M. Gardner
Secretary of State

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		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: _____ On: _____			
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/she deems 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Check starter motor solenoid terminal Check starter motor Check charge rat on alternator or internal charge circuit Check alternator belt
ELECTRICAL	<ul style="list-style-type: none"> 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	<p>Start generator and conduct safety shutdown tests for the following:</p> <ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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 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 (RtH 153)	Conway	1	Generac	SD0040	Diesel	Bradford Allen, 447-1217	Carroll	\$330.00	\$330.00	\$ 330.00
DRED	Conway Scenic Vista	3654 White Mt Hwy (US 302)	Conway	1	Kohler 20 KW	20RE02B	Diesel	Jon Codispoli 271-2665	Carroll	\$ 360.00	\$ 360.00	\$ 360.00
NH Employment Security	Conway Office	518 White Mountain Hwy	Conway	1	Kohler	50 REG	Diesel #2	Rocky Carter 228-4028	Carroll	N/A	N/A	\$ 340.00
DAS/Bureau Court Facilities	Carroll County Courthouse	96 Water Village Road	Ossipee	1	Cummings CAT G20F35 20 KW	3000D-OHAB	Diesel	Phyllis Nudd 783-1796	Carroll	\$ 600.00	\$ 600.00	\$ 600.00
DOS State Police	Whittier Mountain		Ossipee	1	Koehler 50 KW	E121660	Propane	Jim Kowalik 271-2421	Carroll	\$ 340.00	\$ 340.00	\$ 340.00
DOS State Police	Troop E	1864 White Mountain Rd	Tamworth	1	KW	50 RE02JB	Diesel	Jim Mihery 419-9451	Carroll	\$ 350.00	\$ 350.00	\$ 350.00
* Dept. of Corrections	Northern NH COR Facility		Berlin	3	Galperlar	3412 S4B	Diesel	Ayubeg 752-4358	Coc	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
* NH Fire G	Berlin Hatchery		Berlin	3	Generac	150V	Propane	Wayne Proctor 449-3412	Coc	\$ 325.00	\$ 325.00	\$ 325.00
NH Fire G	Berlin Hatchery		Berlin	3	Generac	150V	Propane	Wayne Proctor 449-3412	Coc	\$ 350.00	\$ 350.00	\$ 350.00
Additional General Dept	Berlin		Berlin	3	Generac	150V	Propane	Wayne Proctor 449-3412	Coc	\$ 450.00	\$ 450.00	\$ 450.00
DOT District 3	Columbia (Rt)		Columbia	1	Kohler	30RE01C	Diesel	John Ross 788-4641	Coc	N/A	\$ 375.00	\$ 375.00
DOT District 3	Snod		Gorham	1	Kohler	30RE01C	Diesel	John Ross 788-4641	Coc	N/A	\$ 375.00	\$ 375.00
DRED Division of Parks	Mt. Washington Summit		Gorham	2	Galperlar Olympian	P200F3	Propane	Michael 515-8133	Coc	\$ 340.00	\$ 340.00	\$ 340.00
Adjutant General's Dept	Lancaster RC		Lancaster	2	Cummings Pwr Gen	100GSGAA	Diesel	Paul Rupp 225-1357	Coc	\$ 480.00	\$ 480.00	\$ 480.00
BO District 1	Lancaster Facilities		Lancaster	2	Kohler	30RE01B	Diesel	Wayne Proctor 449-3412	Coc	\$ 375.00	\$ 375.00	\$ 375.00
DRED Inland Lead	Spring Woods Area		Jeffersburg	1	Miller (Portable)	30RE01B	Gasoline	Wayne Proctor 449-3412	Coc	\$ 550.00	\$ 550.00	\$ 550.00
DOS State Police	Troop E		Twin Mountain	1	Kohler 50 KW	50 RE02JB	Diesel	Jim Mihery 419-9451	Coc	\$ 400.00	\$ 400.00	\$ 400.00
DO District 1	Twin Mt. Police		Twin Mountain	1	Generac	150V	Propane	Wayne Proctor 449-3412	Coc	\$ 400.00	\$ 400.00	\$ 400.00
DO District 1	Twin Mt. Fuel Facility		Twin Mountain	1	Kohler	15RE01C	Propane	Wayne Proctor 449-3412	Coc	\$ 400.00	\$ 400.00	\$ 400.00
DOS State Police	Holden Hill		Stewartstown	1	CAT G20F35 20 KW	E12162	Propane	Jim Kowalik 271-2421	Coc	\$ 360.00	\$ 360.00	\$ 360.00

Contractor Initials CAK
Date 11/28/12

ATTACHMENT A

Agency	Location	Address	City	Quantity	Equipment	Fuel Type	Operator	Unit Cost	Total Cost
DHHS	Glenciff Home	393 High St.	Benton	3	Caterpillar C150 Prime Power	Diesel	Mike Archer 3111/1604	\$ 1,620.00	\$ 1,620.00
DHHS	Glenciff Home	393 High St.	Benton	1	Caterpillar 40 Life Safety	Diesel	Mike Archer 3111/1604	\$ 390.00	\$ 390.00
DOT District 1	Butterhill Patrol Shed	397 Butterhill Rd	Franconia	1	Guardian 54160	Propane	John Ross 788-4641	\$ 325.00	\$ 325.00
DRED Cannon Mt. Ski Area	Park Headquarters	Franconia Notch St. Pk	Franconia	1	Kohler 15861	Propane	Gareth Slattery 545-4519	\$ 400.00	\$ 400.00
DRED Cannon Mt. Ski Area	Summit Station	Franconia Notch St. Pk	Franconia	1	Caterpillar Olympian 195AQ662-S	Diesel	Gareth Slattery 545-4519	\$ 420.00	\$ 420.00
DRED Cannon Mt. Ski Area	Tram Control Power	Franconia Notch St. Pk	Franconia	1	Onan 12.0DJC-1800/1086ZAC	Diesel	Gareth Slattery 545-4519	\$ 290.00	\$ 290.00
DRED Cannon Mt. Ski Area	Tram Valley Station	Franconia Notch St. Pk	Franconia	1	Onan 25.0DL6-158/27832D	Diesel	Gareth Slattery 545-4519	\$ 375.00	\$ 375.00
DOT District 2	Pairl 204	3375 Dartmouth College Hwy	Haverhill	1	Kohler 200S	Intl Diesel	Wayne Bigelow 787-5332	\$ 350.00	\$ 350.00
DRED	Lafayette Place Camp Gr	14 Lafayette Cambridge Rd	Lincoln	1	Kohler SCREIG	LP Gas	John Irelan 823-9513	\$ 365.00	\$ 365.00
Adjutant General's Dept.	Littleton RC	350 Meadow Rd.	Littleton	1	Cummings Pwr Gen	Diesel	Paul Anns 225-1357	\$ 470.00	\$ 470.00
DOT District 1	Littleton Patrol Shed	201 Deis Road	Littleton	1	Kohler 583M62	Diesel	John Ross 788-4641	\$ 325.00	\$ 325.00
Adjutant General's Dept.	Plymouth RC	19 Army Rd	Plymouth	1	Cummings Pwr Gen	Diesel	Paul Anns 225-1357	\$ 400.00	\$ 400.00
DOS State Police	Tenney Mountain	22 Laurel Drive	Plymouth	1	CAT G20F3S 20 KW	Propane	Jim Kowalk 271-2421	\$ 350.00	\$ 350.00
DOT District 3	PS 325	NH Route 25	Thorton	1	Kohler 30RZGB	Propane	David Moulton 725-8859	\$ 325.00	\$ 325.00
NH F & G	Warren Fish Hatchery	NH Route 25	Warren	1	Winco	Propane	Dave Riel 764-8593	\$ 365.00	\$ 365.00
NH F & G	Warren Fish Hatchery	NH Route 25	Warren	1	Caterpillar G25JH3	Propane	Dave Riel 764-8593	\$ 365.00	\$ 365.00
DOT District 2	District Office	8 Eastman Hill Road	Enfield	1	Winco 1988	100 Gallons Standalone	Jim Johnson 448-7454	\$ 350.00	\$ 350.00
DOS State Police	Mounts Mountain	14 Mounts Mountain Rd	Enfield	1	CAT G20F3S 20 KW	Propane	Jim Kowalk 271-2421	\$ 340.00	\$ 340.00
Adjutant General's Dept.	Lebanon RC	174 Main St	Lebanon	1	Winco 1988	Diesel	Paul Anns 225-1357	\$ 400.00	\$ 400.00
DOT District 2	Royal Mt	165 East Side Road	Wentworth	1	Kohler 200S	Intl Diesel Tank	John Irelan 823-9513	\$ 335.00	\$ 335.00
DRED	Springfield Rest Area	497 Northbound mile mark 42	Springfield	1	Onan 100BBDIG 2000	Intl Diesel Tank	Jennifer Goodspitt 271-2665	\$ 360.00	\$ 360.00

Location C

Location D

Contractor Initials VJK
Date 11/25/12

ATTACHMENT A

Location E	Patrol 213	8 Post Office Road PO Box 1008 Pittsbury State Park	Sunapee	1 Kohler 200S	12.5 KW	Initial Diesel Tank	Technician Chris B. 863-1149 Repairs 337-8153 Sullivan	Substation	\$ 325.00	\$ 325.00	\$ 325.00
	DRED Division of Parks	Pittsbury State Park	Washington	1 Generac		Propane	Perry	Strafford	\$ 300.00	\$ 300.00	\$ 300.00
*	DAS/Bureau Court Facilities	25 St. Thomas St	Dover	1 Olympian	D20PIS	Diesel	Trelathan 783-1821	Strafford	\$ 300.00	\$ 300.00	\$ 300.00
*	DOI - Turnpikes	Spaulding Turnpike	Dover	1 CAT	60KW/240 Volt/Single	Diesel	Vic Dumont 396-1808	Strafford	\$ 340.00	\$ 340.00	\$ 340.00
	DOI - Turnpikes	1-95	Dover	1 CAT	60-60KW/208 Volt/3 Phase	Diesel	Vic Dumont 396-1808	Strafford	\$ 375.00	\$ 375.00	\$ 375.00
	DOI District 6	271 Main Street	Durham	1 Kohler	12.5 RH 62	Propane	Jeff Moore/Mike Lovale 868-1133	Strafford	\$ 325.00	\$ 325.00	\$ 325.00
	DOS State Police	Blue Job	Farmington	1 CAT G20F3S 20 KW	E121690	Propane	Jim Kowalik 271-2421	Strafford	\$ 350.00	\$ 350.00	\$ 350.00
	DAS/Bureau Court Facilities	76 No. Main Street	Rochester	1 Kohler	14/20RES	Natural Gas	Bill Anderson 783-1820	Strafford	\$ 390.00	\$ 390.00	\$ 390.00
*	DOI - Turnpikes	Spaulding Turnpike	Rochester	1 CAT	60KW/240 V/Single Phase	Diesel	Vic Dumont 396-1808	Strafford	\$ 375.00	\$ 375.00	\$ 375.00
	Adjutant General's Dept.	15 Blackwater Rd.	Somersworth	1 Cummings Pwr Gen	100 G5GAA	Diesel	Paul Annis 225-1357	Strafford	\$ 425.00	\$ 425.00	\$ 425.00
	Adjutant General's Dept.	Route 126	Strafford	1 Cat Olympian	G100LG2	Diesel	Richard Smith 715-3655	Strafford	\$ 350.00	\$ 350.00	\$ 350.00

* One hour response time as specified in Section B
 Emergency calls only. No 24 hr 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





Corporate Headquarters
35 Pequit Street
P.O. Box 528
Canton, MA 02021

Phone: 781.828.0026
Fax: 781.821.2545
www.fmgenerator.com

24 HOUR EMERGENCY SERVICE

1-800-253-6617

CANTON, MA • SPRINGFIELD, MA • BURLINGTON, NC

FM Generator, Inc.

SALES • SERVICE • INSTALLATIONS • RENTALS • PARTS

November 28, 2012

To whom it may Concern,

In accordance with a recent meeting of the board of directors held January 6, 2012, 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.

Thank you,

Julie Mitchell
President
FM Generator, Inc.

County: Norfolk State: Massachusetts Zip: 02021

Notary Public

Subscribed and sworn to this 28th day of NOVEMBER, 2012 before me,

Notary Public

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

My commission expires on: _____

Branch Offices

178 New Bridge Street
Springfield, MA 01089
(p) 413.737 0200
(f) 413 737 2288

2459 Corporation Parkway
Burlington, NC 27215
(p) 336.222.8012
(f) 336 222 8012



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/12/2012

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 Elliot Whittier Insurance 3 Centennial Drive Peabody MA 01960	CONTACT NAME: Lin Schwarz
	PHONE (A/C No. Ext): (978) 977-4884 FAX (A/C No.): (978) 977-0850 E-MAIL ADDRESS: lschwarz@elliottwhittier.com
INSURED FM Generator, Inc. PO Box 528 35 Pequit St. Canton MA 02021	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A Mass Bay Insurance Co 22306
	INSURER B Hanover Insurance Group 22292
	INSURER C Praetorian Insurance Company
	INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 12/13 Liability 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	ADDSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	ZDN909048701	4/1/2012	4/1/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Per Project Agg Required by Written Contract					PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER. POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/>					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY		AMN908943901	4/1/2012	4/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						PIP-Basic \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		JHN909048901	4/1/2012	4/1/2013	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
	DED RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	QWC4000822	4/1/2012	4/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Purchasing Agent, Loretta Head or his/her successor
Bureau of Purchase & Property
State House Annex
25 Capitol Street, Rm 102
Concord, NH 03301

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Department of Administrative Services Purchasing Agent, Loretta Head or his/her Bureau of Purchase & Property* 25 Capitol Street, Rm 102 Concord, NH 03301	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 Wayne Guyer/CONNIE

