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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

August 29, 2016

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 enter into a contract with Kinsley Power Systems (Vendor Code 230435), East Granby, CT 06026 in accordance with RFB 1874-17 for Generator Maintenance and Repair Systems for a total cost not to exceed \$145,000.00. This contract will become effective upon Governor and Council approval, for the period through August 31, 2019.

Funding is provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the requested expenditure.

**EXPLANATION**

To provide continuation of electrical service for vital state facilities such as Glenclyff Home for the Elderly in Grafton County, NH Veterans' Home in Belknap County, and the Department of Corrections in Coos County,, the Department of Administrative Services, through the Bureau of Purchase and Property, released a solicitation for bid on May 31, 2016. The bid was advertised on the State of New Hampshire website under the Bureau of Purchase and Property. Compliant bids were submitted by ten (10) vendors. Attached are the results of RFB 1874-17.

This contract with Kinsley Power Systems shall establish a Generator Maintenance and Repair Systems contract for the State of New Hampshire and replace the previous contracts that expired on June 30, 2016. This contract shall be made available to all state agencies. The contract is being awarded to the low bidder meeting all specifications as defined in RFB 1874-17.

Respectfully submitted,

Vicki V. Quiram  
Commissioner

STATE OF NEW HAMPSHIRE  
 Bureau of Purchase and Property  
 Bid #1874-17  
 June 24, 2016 @ 1:30PM  
 Generator Maintenance & Repair Services  
 Statewide

POINTS

	SEC A TOTAL	SEC B TOTAL	SEC C TOTAL	SEC D TOTAL	SEC E TOTAL	SEC F TOTAL	SEC G TOTAL	SEC H TOTAL	SEC I TOTAL	SEC J TOTAL
ASNE	57.02	67.34	74.60	84.50	85.23	58.70	52.88	48.63	60.34	60.52
POWERS	73.11	79.55	93.49	63.79	74.63	75.51	63.34	66.84	66.84	89.29
GEMINI ELECTRIC (AKA: POWER UP)	79.52	96.37	96.37	68.63	94.82	79.37	69.77	71.35	80.34	85.08
KINLSLEY POWER SYSTEMS	95.46	91.08	93.33	95.46	95.46	79.28	78.02	72.67	72.13	76.25
SCHERBON CONSOLIDATED (SCI)	NO BID	73.72	81.65	NO BID						
TRISTATE GENERATOR	NO BID	96.70	94.47	96.70	94.45	NO BID				
THE GENERATOR CONNECTION	NO BID	77.42	NO BID	NO BID	NO BID	58.97	NO BID	56.28	63.02	60.68
WELD POWER GENERATOR SERVICE	50.75	NO BID	70.90	NO BID	NO BID	53.95	56.80	53.71	51.87	NO BID
FM GENERATOR	78.74	74.53	76.45	59.79	85.57	73.36	94.74	87.15	94.74	94.74
PG&E OF NEW ENGLAND	63.25	62.69	58.85	NO BID	60.42	44.27	51.95	46.95	NO BID	51.86

PRICE TOTALS

	SEC A	SEC B	SEC C	SEC D	SEC E	SEC F	SEC G	SEC H	SEC I	SEC J	**HOURLY
ASNE	\$62,917.50	\$16,284.75	\$12,279.75	\$29,538.00	\$40,751.25	\$70,980.00	\$197,648.25	\$57,423.00	\$27,468.00	\$5,262.75	\$18,000.00
POWERS	\$51,060.00	\$14,610.00	\$10,140.00	\$47,610.00	\$53,200.00	\$57,270.00	\$133,290.00	\$49,410.00	\$27,220.00	\$3,540.00	\$12,525.00
GEMINI ELECTRIC (AKA: POWER UP)	\$42,945.00	\$10,875.00	\$9,315.00	\$39,900.00	\$37,045.00	\$50,460.00	\$144,210.00	\$36,255.00	\$19,935.00	\$3,570.00	\$15,300.00
KINLSLEY POWER SYSTEMS	\$33,900.00	\$11,505.00	\$9,570.00	\$26,061.00	\$36,326.00	\$49,812.00	\$123,108.00	\$34,839.00	\$22,501.00	\$4,035.00	\$16,200.00
SCHERBON CONSOLIDATED (SCI)	NO BID	NO BID	\$34,755.00	\$19,535.00	NO BID	\$15,300.00					
TRISTATE GENERATOR	NO BID	\$39,735.00	\$99,020.00	\$24,915.00	\$16,400.00	NO BID	\$15,000.00				
THE GENERATOR CONNECTION	NO BID	\$13,650.00	NO BID	NO BID	NO BID	\$70,200.00	NO BID	\$46,800.00	\$25,850.00	\$5,220.00	\$18,300.00
WELD POWER GENERATOR SERVICE	\$72,321.00	NO BID	\$12,927.00	NO BID	NO BID	\$78,120.00	\$176,862.00	\$49,266.00	\$33,017.00	NO BID	\$18,900.00
FM GENERATOR	\$42,375.00	\$14,550.00	\$12,075.00	\$46,275.00	\$41,025.00	\$54,225.00	\$96,264.00	\$27,525.00	\$15,939.00	\$3,066.00	\$17,000.00
PG&E OF NEW ENGLAND	\$55,650.00	\$18,060.00	\$16,812.00	NO BID	\$63,309.00	\$106,845.00	\$205,760.00	\$61,470.00	NO BID	\$6,570.00	\$17,250.00

Indicates award made to this bidder:

**\*\*Repair/ Emergency Service Hourly Assumptions for evaluation calculations:**

- Monday thru Friday 7:00 A.M. to 4:00 P.M. 100 Hours
- Monday thru Friday 4:01 P.M. to 6:59 A.M. 30 Hours
- Saturday Work 10 Hours
- Sunday & Holiday\* Work 10 Hours

\*Holidays shall be based on State designated holidays

**Formula Legend**

Preventative Maintenance - Sections A - J/Counties = 80%

Repairs - Section K Hourly = 20%

To calculate weighted points:

Divide lowest bidder's total by other bidder's total and then multiply by the weighted percentage

Add the two weighted points (Counties + Hourly) together for the total

Ex. Gemini - Sec C

$$\$9,315.00 / \$9,315.00 = 1 \times .8 = .8 \times 100 = 80$$

$$\$12,525.00 / \$15,300.00 = .818 \times .20 = .1637 \times 100 = 16.37$$

$$80 \times 16.37 = 96.37$$

Subject: Generator Maintenance & Repair Services

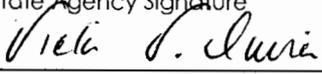
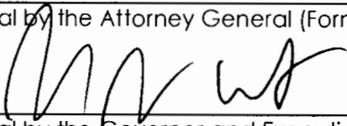
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Kinsley Power Systems VC 230435		1.4 Contractor Address 14 Connecticut South Drive East Granby, CT 06026	
1.5 Contractor Phone Number  (518) 458-1738	1.6 Account Number	1.7 Completion Date August 31, 2019	1.8 Price Limitation \$145,000.00
1.9 Contracting Officer for State Agency Katie Daley, Purchasing Agent		1.10 State Agency Telephone Number (603) 271-3135	
1.11 Contractor Signature  		1.12 Name and Title of Contractor Signatory  Thomas Walbridge, CFO	
1.13 Acknowledgement: State of <u>CONNECTICUT</u> , County of <u>HARTFORD</u>  On <u>8/10/16</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 Joanne Starre - Accounting Manager			
1.14 State Agency Signature  Date: <u>10/4/16</u>		1.15 Name and Title of State Agency Signatory Vicki V. Quiram, 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) (if applicable)  By:  On: <u>10/7/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**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  
SCOPE OF SERVICES**

**1. INTRODUCTION**

Kinsley Power Systems (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Generator Maintenance & Repair Services in accordance with the bid submission in response to State Request for Bid #1874-16 and as described herein.

**2. CONTRACT DOCUMENTS**

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A      Scope of Services
- c. EXHIBIT B      Payment Terms
- d. EXHIBIT C      Special Provisions
- e. EXHIBIT D      RFB 1874-16

**3. TERM OF CONTRACT**

This contract shall commence on September 1, 2016 or the date approved by Governor and Executive Council, whichever is later, and terminates on August 31, 2019, a period of approximately three (3) years.

**4. SCOPE OF WORK**

**Contractor Responsibilities:**

- 1. The Contractor shall not commence work until a conference is held with each state agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting state agency.
- 2. All generator maintenance and repair services shall be completed within fourteen (14) calendar days (or within another mutually agreed upon timeframe) after a request by a state agency.
- 3. For semi-annual or annual services, the Contractor shall submit a proposed service schedule to each state agency requiring the services at least ten (10) calendar days prior to each semi-annual or annual period.
- 4. All services performed under this Contract shall be performed between the hours of 7:00 A.M. and 4:00 P.M unless other arrangements are made in advance with the state agency. Any deviation in work hours shall be pre-approved by the Business Administrator or his or her designee. The State requires a ten (10)day advanced notice in order to provide security and access to respective work areas.
- 5. The Contractor shall promptly report all deficiencies to the Business Administrator or his/her designated representative. Request to repair and/or replace parts shall be approved in advance by the Business Administrator or his/her designated representative prior to any actual work being performed by the Contractor. Parts, materials and labor shall be invoiced separately. The State reserves the right to request the Contractor supply the State with invoices from suppliers documenting the Contractor's actual cost.

6. Throughout the duration of the contract, the Contractor shall maintain an inventory of (or have readily available) spare parts to support the described systems.
7. The Contractor shall provide only replacement parts that are new and of the same quality and brand name as that being replaced. Substitutions shall be permitted only with prior authorization of the Business Administrator or his/her designated representative.
8. All repair services shall be conducted in full compliance with all specified standards in a manner equal to or greater 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.
9. The Contractor agrees that any damage or injury to buildings, materials, equipment or to other property during the performance of this service shall be repaired at their own expense. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall correct all defective work and damages to the State's satisfaction. If the Contractor does not proceed promptly with the necessary corrections, the State may withhold payments to the Contractor in the amount necessary to correct the defective work and/or damages.
10. 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.
11. The Contractor shall employ a sufficient number of trained technicians so that all service calls are answered promptly. The work staff shall consist of qualified persons completely familiar with the products and equipment being serviced.
12. 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.
13. The Contractor shall make service available twenty-hour (24) hours per day, seven (7) days per week for emergency repairs.
14. All services shall comply with applicable standards as set forth by the National Fire Protection Association (NFPA) 110: Standard for Emergency and Standby Power Systems and any state or local fire codes.
15. The Contractor must produce documentation when biocide additive is added to the fuel storage tank with quantity and ratio of additive.
16. The Contractor shall present a written summary of the work performed after each scheduled or emergency call and before leaving the job site, and obtain the State's signature thereon.
17. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
18. 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.
19. The Contractors' personnel shall observe all regulations or special restrictions in effect at the state agency.
20. The Contractors' personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.
21. The State reserves the right to require the Contractor to train, counsel or reassign any employee the State deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued

employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

22. **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 or his/her 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) calendar days after completion of scheduled service and a duplicate copy shall accompany the testing/inspection invoice.
23. The Contractor shall be completely responsible for their work, including any damages or breakdowns caused by their failure to make/take appropriate action. Any expenses associated with repairs shall be assessed to the Contractor.
24. The Contractor shall provide one (1) dispatch phone number that shall be available 24/7 for emergencies.
25. The Contractor shall respond to the State by telephone to all **emergency** service calls within fifteen (15) minutes of reported occurrence.
26. The Contractor shall physically respond to the site for all **emergency** service calls within four (4) hours after report of occurrence with the following exceptions:

Exceptions include;

- a. Coos County Superior Court - acceptable response time is six (6) hours;
- b. All Turnpike locations have an acceptable response time of within thirty (30) minutes.

**Note:** If a facility generator at a turnpike location is still not operable within 8 hours of initial notification, Contractor shall supply a quote for a rental generator and associated hook-up costs. The State reserves the right to procure a rental generator from another source. Turnpike generators shall be fixed within one week after being notified by the Agency, if not fixed within that time frame the Contractor shall be responsible for all rental costs thereafter.

**State Responsibilities:**

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

**Major Inspection to be performed once a calendar 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

COOLING SYSTEM	<ul style="list-style-type: none"> <li>Check entire unit for noticeable oil leaks</li> <li>Test coolant protection</li> <li>Test coolant alkalinity</li> <li>Check water hoses – both upper and lower</li> <li>Check bypass hoses</li> <li>Check fan belts</li> <li>Check engine block heater for operation, when applicable</li> <li>Check louver operation</li> <li>Check water filters</li> <li>Change antifreeze solution (annually).</li> </ul>
EXHAUST SYSTEM	<ul style="list-style-type: none"> <li>Check flexible section for cracks or leaks</li> <li>Drain condensation trap, when applicable</li> <li>Check exhaust flange gaskets</li> <li>Check exhausts muffler and drain, when applicable</li> <li>Visually inspect entire exhaust system for leaks</li> </ul>
FUEL SYSTEM	<ul style="list-style-type: none"> <li>Change primary and secondary fuel filter diesel only</li> <li>Check injector fuel lines diesel only</li> <li>Check flex fuel sections</li> <li>Check fuel pump</li> <li>Check fuel connections and tighten</li> <li>Check fuel solenoid</li> <li>Check day tank float</li> <li>Check regulator (Gas)</li> <li>Add biocide additive to fuel storage tank</li> </ul>
BATTERY	<ul style="list-style-type: none"> <li>Load test battery</li> <li>Check specific gravity of battery</li> <li>Check battery voltage</li> <li>Clean battery cables and replace</li> <li>Clean battery terminal on cables</li> <li>Clean battery posts and coat same</li> <li>Check fluid level and fill</li> <li>Recharge and /or replace</li> </ul>
STARTING SYSTEM	<ul style="list-style-type: none"> <li>Check starter motor solenoid terminal</li> <li>Check starter motor</li> <li>Check charge rate on alternator or internal charge circuit</li> <li>Check alternator belt</li> </ul>
ELECTRICAL	<ul style="list-style-type: none"> <li>Check exciter</li> <li>Check voltage regulator</li> <li>Check rotating diodes</li> <li>Check rectifiers</li> <li>Check brushes</li> <li>Clean collector rings</li> <li>Clean carbon deposits</li> <li>Check SCRS</li> <li>Check control panel relays</li> <li>Check wiring and terminals</li> <li>Check solid-state boards for connections</li> </ul>
OPERATIONAL CHECKS	<ul style="list-style-type: none"> <li>Start generator and conduct safety shutdown tests for the following:</li> </ul>

	<p>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</p>
AUTOMATIC SWITCH	<p>Inspect contactor assembly and connections  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</p>
AUTOMATIC TRANSFER SWITCHES (ATS)	<p>Check connections  Inspect or test for evidence of overheating and excessive contact erosion  Remove dust and dirt  Inspect and/or replace contacts when required  Infrared testing/inspection under load</p>
FINAL CHECK	<p>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</p> <p>*Receive prior approval from supervisory personnel before performing this function.  Reset generator and leave set in the remote position</p>
GENERAL INSPECTION OF SITE	<p>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.</p>

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 a calendar 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.
  - E. For additional service, other than above, an hourly repair rate shall be utilized.

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

Repair Services:

- Contractor adhere to the hourly rate, located in Exhibit B, for all parts, labor (per hour/person) for generator repair services that are not covered under the major and minor inspections. All labor rates shall start when Contractor's personnel arrives at the work site and end when Contractor's personnel leaves the work site.

Emergency Services:

- Contractor shall adhere to the service rates detailed below under Payment Terms. All labor rates shall start when Contractor's personnel arrives at the work site and end when Contractor's personnel leaves the work site.
- Mileage and travel expenses for repair/emergency have been built into the built into the repair/emergency services hourly rate in Exhibit B. Mileage or travel expenses shall not be added separately to invoices.

Repair Parts Catalog:

Repair parts used for repair shall be no more than 10% over cost and held firm for the term of the contract.

Sub-Contractors:

Sub-contractors must be pre-approved by the contracting officer. Contractor is required to present the contracting officer with a proposal a minimum of five (5) business days prior to anticipated use of sub-contractor. The proposal must contain the following information; name of the company, their main address and any additional locations/addresses, contact person, certificate of insurance (adhering to State of New Hampshire requirements), years in business, number of technicians employed currently, three (3) references from clients they are currently servicing. Technicians must hold proper certifications to work on generators. Applicable certifications must be included in proposal. Additional information may be required by the contracting officer during the proposal period. No mark up prices shall apply to work performed by sub-contractors. All work shall be performed at the contracted rates.

**5. TERMINATION**

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

**6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR**

The Contractor shall provide all Generator Maintenance & Repair Services strictly pursuant to, and in conformity with, the specifications described in State RFB #1874-17, as described herein, and under the terms of this Contract.

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

**7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

**8. CONFIDENTIALITY & CRIMINAL RECORD**

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

**9. INSURANCE**

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

Contractor Initials       
Date 8/19/16

**EXHIBIT B**

**PAYMENT TERMS**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide Generator Maintenance & Repair services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$145,000.00; 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 set as August 31, 2019.

**2. PRICING STRUCTURE**

	Agency	Facility Name	Address	Town	Qty	Generator MFR	Model #	Annual Rate (Sept 2016-Aug 2017)	Annual Rate (Sept 2017 - Aug 2018)	Annual Rate (Sept 2018 - Aug 2019)
<b>BELKNAP COUNTY</b>	Department Safety	Safety Services	31 Dock Rd	Gilford	1	Caterpillar	D100-4 with CAE Sound Enclosure	\$510.00	\$510.00	\$510.00
	DES-WRBP	Belmont Pump Station	74 South Rd	Belmont	1	Caterpillar	3208	\$520.00	\$520.00	\$520.00
	DES-WRBP	Ellacoya Pump Station	280 Scenic Dr	Gilford	1	Onan	6138T	\$470.00	\$470.00	\$470.00
	DES-WRBP	Gilford Pump Station	74 Weirs Rd	Gilford	1	Caterpillar	3406	\$520.00	\$520.00	\$520.00
	DES-WRBP	Glendale Pump Station	31 Dock Rd	Gilford	1	Caterpillar	3406	\$520.00	\$520.00	\$520.00
	DES-WRBP	Jewett Brook Pump Station	73 Strafford St	Laconia	1	Olympian	G80F3	\$420.00	\$420.00	\$420.00
	DES-WRBP	Maiden Lady Cove Pump Stn	763 Scenic Dr	Laconia	1	Caterpillar	3306	\$520.00	\$520.00	\$520.00
	DES-WRBP	North Main Pump Station	1539 Old North Main St	Laconia	1	Caterpillar	D348	\$470.00	\$470.00	\$470.00
	DES-WRBP	Paugus Park Pump Station	29 Paugus Park Rd	Laconia	1	Caterpillar	3412	\$520.00	\$520.00	\$520.00
	DES-WRBP	Pendleton Beach Pump Station	67 Pendleton Beach Rd	Laconia	1	Caterpillar	3406	\$520.00	\$520.00	\$520.00
	DES-WRBP	State School Pump Station	1 Right Way Path	Laconia	1	Caterpillar	3306	\$520.00	\$520.00	\$520.00

DES-WRBP	Winnisquam Pump Station	202 Water St	Laconia	1	Cummins	VTA1710-GS	\$470.00	\$470.00	\$470.00
DOS State Police	Belknap Mountain		Gilford	1	CAT G20F3S 20 KW	E12164	\$420.00	\$420.00	\$420.00
DOS State Police	NHSP Range	Route 132	New Hampton	1	ONAN 12.5KW	12.5JC-3CR	\$400.00	\$400.00	\$400.00
DOT District 3	PS 315-Alton	NH 28	Alton	1	Dyna Gen	ES52	\$400.00	\$400.00	\$400.00
DOT District 3	PS 324-New Hampton	42 NH Rte 104	New Hampton	1	Olympian	25KW	\$400.00	\$400.00	\$400.00
DRED	Belknap Mountain	Belknap Mount Rd	Gilford	1	CAT Olympian	G130LG	\$670.00	\$670.00	\$670.00
DRED	Sanbornton Rest Area	I-93 SB	Sanbornton	1	MiltonCat	D25-6S	\$400.00	\$400.00	\$400.00
Emergency Services	Dwinell Building	50 Communications Dr	Laconia	1	Olympian	D125P1	\$450.00	\$450.00	\$450.00
NH Veterans Home	NHVV	139 Winter Street	Tilton	1	Olympian	100KW/D10 OP1	\$570.00	\$570.00	\$570.00
NH Veterans Home	NHVV	139 Winter Street	Tilton	1	Clarke	VMFP04HN	\$570.00	\$570.00	\$570.00
NH Veterans Home	NHVV	139 Winter Street	Tilton	1	Caterpillar	450KW C15	\$570.00	\$570.00	\$570.00
NHEmployment Security	Laconia Office	426 Union Ave	Laconia	1	Kohler	125 REOZJF	\$470.00	\$470.00	\$470.00

COOS COUNTY	Adjutant General's Dept.	Berlin RC	2169 River Side Dr.	Berlin	1	Cummings Pwr Gen	100 GSGAA	\$570.00	\$570.00	\$570.00
	Adjutant General's Dept.	Lancaster RC	532 Main St.	Lancaster	1	Cummings Pwr Gen	100 GSGAA	\$600.00	\$600.00	\$600.00
	Dept. of Corrections	Northern NH Cor Facility	138 E. Milan Road	Berlin	3	Caterpillar	3412 SR4B	\$1,620.00	\$1,620.00	\$1,620.00
	Dept. of Corrections	Northern NH Cor Facility	138 E. Milan Road	Berlin	1	Kohler	100REOZJB	\$526.00	\$526.00	\$526.00
	DOS State Police	Troop F	549 Route 302	Twin Mountain	1	Koehler 50 KW	50 REOZJB	\$520.00	\$520.00	\$520.00
	DOS State Police	Holden Hill		W. Stewartstown	1	CAT G20F3S 20 KW	E12162	\$480.00	\$480.00	\$480.00
	DOT District 1	Columbia Patrol Shed	8 Grant Road	Columbia	1	Kohler	30REOZJC	\$495.00	\$495.00	\$495.00
	DOT District 1	Gorham Patrol Shed	1 Morin Drive	Gorham	1	Kohler	30REOZJC	\$495.00	\$495.00	\$495.00

DOT District 1	Lancaster Facilities	641 Main St. U.S. Rte 3	Lancaster	1	Kohler	50REOZJB	\$495.00	\$495.00	\$495.00
DOT District 1	Twin Mt. Fuel Facility	500 Route 302 West	Twin Mountain	1	Kohler	16REYG	\$520.00	\$520.00	\$520.00
DRED	Summit of Milan Mtn	110B	Milan	1	Cat Olympian	G60LG	\$520.00	\$520.00	\$520.00
DRED Division of Parks	Mt. Washington summit	PO Box D	Gorham	2	Caterpillar Olympian	D200P3	\$460.00	\$460.00	\$460.00
DRED Division of Parks	Great N. Woods Area	Eckerd Way	Stewartstown	1	Katolight	50KW	\$471.00	\$471.00	\$471.00
NH F & G	Berlin Hatchery	York Pond Rd	Berlin	1	Generac	45KW	\$445.00	\$445.00	\$445.00
NH F & G	Berlin Hatchery	York Pond Rd	Berlin	1	Generac	100KW	\$470.00	\$470.00	\$470.00

GRAFTON COUNTY	Adjutant General's Dept.	Lebanon RC	174 Heater Rd.	Lebanon	1	Kohler Pwr Gen	100REOZJF	N/A	\$520.00	\$520.00
	Adjutant General's Dept.	Littleton RC	350 Meadow Rd.	Littleton	1	Cummings Pwr Gen	100 GSGAA	\$590.00	\$590.00	\$590.00
	Adjutant General's Dept.	Plymouth RC	19 Armory Rd	Plymouth	1	Cummings Pwr Gen	100 GSGAA	\$520.00	\$520.00	\$520.00
	DHHS	Glenclyff Home	393 High St.	Benton	3	Caterpillar	C150 Prime Power	\$1,740.00	\$1,740.00	\$1,740.00
	DHHS	Glenclyff Home	393 High St.	Benton	1	Caterpillar	60 Life Safety	\$510.00	\$510.00	\$510.00
	DOS State Police	Tenney Mountain		Plymouth	1	CAT G20F3S 20 KW	E12165	\$470.00	\$470.00	\$470.00
	DOS State Police	Moose Mountain		Etna	1	CAT G20F3S 20 KW	E12161	\$460.00	\$460.00	\$460.00
	DOT District 1	Butterhill Patrol Shed	327 Butterhill Rd	Franconia	1	Guardian	54160	\$445.00	\$445.00	\$445.00
	DOT District 1	Littleton Patrol Shed	201 Dells Road	Littleton	1	Kohler	30 KVA - 30REOZJC	\$445.00	\$445.00	\$445.00
	DOT District 1	Errol Patrol Shed	143 Dam Rd.	Errol	1	Kohler	20KVA - 20REOZJC	\$386.00	\$386.00	\$386.00
	DOT District 1	Pinkham Patrol Shed	469 Rt. 16, Pinkham's Grant	Gorham	1	Kohler	20KVA - 20REOZJC	\$386.00	\$386.00	\$386.00
	DOT District 2	PS 204-Haverhill	3375 Dartmouth College Hwy	Haverhill	1	Kohler 2005	25 kw	\$470.00	\$470.00	\$470.00

DOT District 2	District Office-Enfield	8 Eastman Hill Road	Enfield	1	Winco 1988	35 kw	\$470.00	\$470.00	\$470.00
DOT District 2	PS 202-Wentworth	465 East Side Road	Wentworth	1	Kohler 2005	25 kw	\$455.00	\$455.00	\$455.00
DOT District 3	PS 325-Thornton	22 Laundromat Drive	Thornton	1	Kohler	30RZGB	\$445.00	\$445.00	\$445.00
DRED	Lafayette Place Camp Gr	14 Lafayette Campground Rd	Lincoln	1	Kohler	50REZG	\$485.00	\$485.00	\$485.00
DRED Cannon Mt. Ski Area	Septic Pump Station	Franconia Notch St Pk	Franconia	1	Briggs & Stratton	384445 12KW, 240V	\$550.00	\$550.00	\$550.00
DRED Cannon Mt. Ski Area	Park Headquarters	Franconia Notch St Pk	Franconia	1	Kohler	15R61	\$520.00	\$520.00	\$520.00
DRED Cannon Mt. Ski Area	Summit Station	Franconia Notch St Pk	Franconia	1	Caterpillar Olympian	L95AO662-5	\$540.00	\$540.00	\$540.00
DRED Cannon Mt. Ski Area	Tram Control Power	Franconia Notch St Pk	Franconia	1	Onan	12.ODJC-1800/10662 AC	\$410.00	\$410.00	\$410.00
DRED Cannon Mt. Ski Area	Tram Valley Station	Franconia Notch St Pk	Franconia	1	Onan	25.ODL6-15R/27832 D	\$495.00	\$495.00	\$495.00
NH F & G	Warren Fish Hatchery	NH Route 25	Warren	1	Winco	PSS1200-C, 10KW	\$485.00	\$485.00	\$485.00
NH F & G	Warren Fish Hatchery	NH Route 25	Warren	1	Caterpillar	G25UH3	\$485.00	\$485.00	\$485.00

		HOURLY
<b>SERVICE RATE</b>	Monday thru Friday 7:00 A.M. to 4:00 P.M.	\$95.00
	Monday thru Friday 4:01 P.M. to 6:59 A.M.	\$125.00
	Saturday Work	\$125.00
	Sunday & Holiday* Work	\$170.00

\*Holidays shall be based on State designated holidays

#### 4. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

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

The invoice shall be sent to the address of the using agency under agreement.

**5. PAYMENT**

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

Contractor Initials       
Date 8/2/16

**EXHIBIT C  
SPECIAL PROVISIONS**

There are no other special provisions of this contract.

Contractor Initials                       
Date 01/01/16

**EXHIBIT D**

RFB #1874-17 is incorporated here within.

Contractor Initials SW  
Date 8/10/16

# 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 Kinsley Group, Inc, a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on August 12, 2016. I further certify that all fees 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 12<sup>th</sup> day of August, A.D. 2016

A handwritten signature in black ink, appearing to read "William M. Gardner".

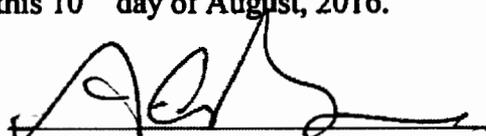
William M. Gardner  
Secretary of State

**KINSLEY GROUP, INC.  
SECRETARY'S CERTIFICATE**

I, A. Craig Brown, Secretary of KINSLEY GROUP, INC. (the "Corporation"), hereby certify that the following vote constitutes a true, accurate and complete copy of the resolution adopted by the Directors of the Corporation as of August 10, 2016, and such vote has not been altered or rescinded prior to the date of this Secretary's Certificate.

**VOTED:** That this Company enter into an agreement to perform services for the State of New Hampshire, and that David W. Kinsley, as President of the Corporation, Kenneth N. Kinsley, as Treasurer of this Corporation, Thomas P. Walbridge, as Chief Financial Officer of this Corporation or Jim Koontz, as Vice President of Sales for this Corporation, each acting individually, be and they each hereby are authorized and directed for and on behalf of this Corporation to execute the Form Number P-37 Agreement with the State of New Hampshire and any and all documents required in connection with the foregoing resolution (the "New Hampshire Agreement Documents"), with the New Hampshire Agreement Documents executed by David W. Kinsley, Kenneth N. Kinsley, Thomas P. Walbridge or Jim Koontz, each acting individually in the representative capacity set forth herein, deemed to be the New Hampshire Agreement Documents approved by this vote.

EXECUTED as a sealed instrument this 10<sup>th</sup> day of August, 2016.

  
A. Craig Brown, Secretary

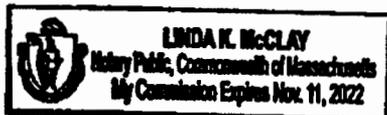
**COMMONWEALTH OF MASSACHUSETTS**

Hampden, ss

On this 10<sup>th</sup> day of August, 2016, before me the undersigned notary public, personally appeared the above-named A. Craig Brown as Secretary of Kinsley Group, Inc., and proved to me through satisfactory evidence of identification which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose,

Before me,

  
Linda K. McClay, Notary Public  
My commission expires: November 11, 2022



**WRITTEN CONSENT IN LIEU OF A  
SPECIAL MEETING OF THE BOARD OF DIRECTORS  
OF  
KINSLEY GROUP, INC.**

As of August 10, 2016

The undersigned, being all of the Directors of Kinsley Group, Inc. (the "Corporation"), hereby consent in writing to the following actions, pursuant to Section 8.21 of the Massachusetts Business Corporation Act, which consent shall be treated for all purposes as votes of the Board of Directors in lieu of a special meeting held as of the date set forth above.

**VOTED:** To elect the following individuals as additional officers of the Corporation:

Chief Financial Officer:	Thomas P. Walbridge
Vice President of Sales:	Jim Koontz

**VOTED:** That this Company enter into an agreement to perform services for the State of New Hampshire, and that David W. Kinsley, as President of the Corporation, Kenneth N. Kinsley, as Treasurer of this Corporation, Thomas P. Walbridge, as Chief Financial Officer of this Corporation or Jim Koontz, as Vice President of Sales for this Corporation, each acting individually, be and they each hereby are authorized and directed for and on behalf of this Corporation to execute the Form Number P-37 Agreement with the State of New Hampshire and any and all documents required in connection with the foregoing resolution (the "New Hampshire Agreement Documents"), with the New Hampshire Agreement Documents executed by David W. Kinsley, Kenneth N. Kinsley, Thomas P. Walbridge or Jim Koontz, each acting individually in the representative capacity set forth herein, deemed to be the New Hampshire Agreement Documents approved by this vote.

The undersigned have executed this Written Consent to be effective as of the date first above written.

\_\_\_\_\_  
David W. Kinsley, Director

\_\_\_\_\_  
Kenneth N. Kinsley, Director and Chairman

\_\_\_\_\_  
Linda C. Kinsley, Director

\_\_\_\_\_  
Kristina Kinsley Hancock, Director



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/24/2016

**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).**

<b>PRODUCER</b> MARSH USA, INC. ATTN: RAFFLES - FAX 248-945-5650 ONE TOWNE SQUARE, SUITE 1100 SOUTHFIELD, MI 48076  00462 -00462-RAF-16/17	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : American Zurich Insurance Company	40142	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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**COVERAGES**      **CERTIFICATE NUMBER:** CHI-006655294-01      **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GLO5503177-03	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP5503178-03	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC5503176-03	04/01/2016	04/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
WORKERS' COMPENSATION DOES NOT APPLY TO MONOPOLISTIC STATES (ND, OH, WA, AND WY), PUERTO RICO OR THE VIRGIN ISLANDS.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Attn: Katie Daley 25 Capitol St., Rm 102 Concord, NH 03301	<b>CANCELLATION</b>  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 of Marsh USA Inc. John C Hurley
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