



State of New Hampshire

OCT 24 '12 AM 11:32 DAS

17
Jm

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

LINDA M. HODGDON
Commissioner
(603) 271-3201

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

October 1, 2012

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

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Purchase and Property, to enter into a contract with FM Generator Inc, 35 Pequit Street, Canton MA (Vendor No. 165600), for an amount not to exceed \$200,000.00 for a three year contract for generator maintenance. The term shall be for three years beginning with Governor and Council approval and ending on December 31, 2015.

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

EXPLANATION

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

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

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

Respectfully submitted,

Linda M. Hodgdon
Commissioner

FM Generator				WEIGHTED TOTAL			
CATEGORY A (Yrly Maint)		CATEGORY B (Hourly)		CATEGORY D (Rental)			
Offer	Weighted Offer (60%)	Offer	Weighted Offer (25%)	Offer	Weighted Offer (15%)		
Section A (Belnap County)	\$ 24,590.00	\$ 14,754.00	\$ 39,270.00	\$ 9,817.50	\$ 39,270.00	\$ 5,890.50	\$ 30,462.00
Section B (Carroll & Belnap County)	\$ 6,280.00	\$ 3,768.00	\$ 39,270.00	\$ 9,817.50	\$ 39,270.00	\$ 5,890.50	\$ 19,476.00
Section C (Cheshire County)	\$ 6,405.00	\$ 3,843.00	\$ 39,270.00	\$ 9,817.50	\$ 39,270.00	\$ 5,890.50	\$ 19,551.00
Section D (Coos County)	\$ 21,090.00	\$ 12,654.00	\$ 39,270.00	\$ 9,817.50	\$ 39,270.00	\$ 5,890.50	\$ 28,362.00
Section E (Grafton County)	\$ 21,405.00	\$ 12,843.00	\$ 39,270.00	\$ 9,817.50	\$ 39,270.00	\$ 5,890.50	\$ 28,551.00
Section F (Grafton & Sullivan County)	\$ 7,230.00	\$ 4,338.00	\$ 39,270.00	\$ 9,817.50	\$ 39,270.00	\$ 5,890.50	\$ 20,046.00
Section G (Hillsboro County)	\$ 40,755.00	\$ 24,453.00	\$ 39,270.00	\$ 9,817.50	\$ 39,270.00	\$ 5,890.50	\$ 40,161.00
Section H (Merrimack County)	\$ 50,655.00	\$ 30,393.00	\$ 39,270.00	\$ 9,817.50	\$ 39,270.00	\$ 5,890.50	\$ 46,101.00
Section I (Merrimack County)	\$ 29,590.00	\$ 17,754.00	\$ 39,270.00	\$ 9,817.50	\$ 39,270.00	\$ 5,890.50	\$ 33,462.00
Section J (Rockingham County)	\$ 25,740.00	\$ 15,444.00	\$ 39,270.00	\$ 9,817.50	\$ 39,270.00	\$ 5,890.50	\$ 31,152.00
Section K (Strafford County)	\$ 9,690.00	\$ 5,814.00	\$ 39,270.00	\$ 9,817.50	\$ 39,270.00	\$ 5,890.50	\$ 21,522.00
Weld Power							
WEIGHTED TOTAL							
(Weighted Offer 60% + Weighted Offer 25% + Weighted Offer 15%)							\$ 117,957.00

CATEGORY A (Yrly Maint)				CATEGORY B (Hourly)		CATEGORY D (Rental)		WEIGHTED TOTAL
Offer	Weighted Offer (60%)	Offer	Weighted Offer (25%)	Offer	Weighted Offer (15%)			
Section A (Belnap County)	\$ 19,390.00	\$ 11,634.00	\$ 17,550.00	\$ 4,387.50	\$ 34,530.00	\$ 5,179.50	\$ 21,201.00	
Section B (Carroll & Belnap County)	\$ -	\$ -	\$ 17,550.00	\$ 4,387.50	\$ 34,530.00	\$ 5,179.50	No Response in Category A	
Section C (Cheshire County)	\$ 5,625.00	\$ 3,375.00	\$ 17,550.00	\$ 4,387.50	\$ 34,530.00	\$ 5,179.50	\$ 12,942.00	
Section D (Coos County)	\$ -	\$ -	\$ 17,550.00	\$ 4,387.50	\$ 34,530.00	\$ 5,179.50	No Response in Category A	
Section E (Grafton County)	\$ -	\$ -	\$ 17,550.00	\$ 4,387.50	\$ 34,530.00	\$ 5,179.50	No Response in Category A	
Section F (Hillsboro County)	\$ 37,455.00	\$ 22,473.00	\$ 17,550.00	\$ 4,387.50	\$ 34,530.00	\$ 5,179.50	\$ 32,040.00	
Section G (Merrimack County)	\$ 43,080.00	\$ 25,848.00	\$ 17,550.00	\$ 4,387.50	\$ 34,530.00	\$ 5,179.50	\$ 35,415.00	
Section H (Merrimack County)	\$ 24,465.00	\$ 14,679.00	\$ 17,550.00	\$ 4,387.50	\$ 34,530.00	\$ 5,179.50	\$ 29,246.00	
Section I (Rockingham County)	\$ 20,250.00	\$ 12,150.00	\$ 17,550.00	\$ 4,387.50	\$ 34,530.00	\$ 5,179.50	\$ 21,717.00	
Section K (Strafford County)	\$ -	\$ -	\$ 17,550.00	\$ 4,387.50	\$ 34,530.00	\$ 5,179.50	No Response in Category A	
WEIGHTED TOTAL								
(Weighted Offer 60% + Weighted Offer 25% + Weighted Offer 15%)								
\$ 147,561.00								

ASNE

CATEGORY A (Yrly Maint)		CATEGORY B (Hourly)		CATEGORY D (Rental)		WEIGHTED TOTAL	
Offer	Weighted Offer (60%)	Offer	Weighted Offer (25%)	Offer	Weighted Offer (15%)	(Weighted Offer 60% + Weighted Offer 25% + Weighted Offer 15%)	
Section A (Belnap County)	\$ -	\$ 55,575.00	\$ 13,893.75	\$ 24,213.00	\$ 3,631.95	No Response in Category A	
Section B (Carroll & Belnap County)	\$ -	\$ 55,575.00	\$ 13,893.75	\$ 24,213.00	\$ 3,631.95	No Response in Category A	
Section C (Cheshire County)	\$ 8,670.00	\$ 5,202.00	\$ 55,575.00	\$ 13,893.75	\$ 24,213.00	\$ 3,631.95	22,727.70
Section D (Coos County)	\$ -	\$ -	\$ 55,575.00	\$ 13,893.75	\$ 24,213.00	\$ 3,631.95	No Response in Category A
Section E (Grafton County)	\$ -	\$ -	\$ 55,575.00	\$ 13,893.75	\$ 24,213.00	\$ 3,631.95	No Response in Category A
Section F (Grafton & Sullivan County)	\$ -	\$ -	\$ 55,575.00	\$ 13,893.75	\$ 24,213.00	\$ 3,631.95	No Response in Category A
Section G (Hillsboro County)	\$ 67,860.00	\$ 40,716.00	\$ 55,575.00	\$ 13,893.75	\$ 24,213.00	\$ 3,631.95	58,241.70
Section H (Merrimack County)	\$ 91,747.50	\$ 55,048.50	\$ 55,575.00	\$ 13,893.75	\$ 24,213.00	\$ 3,631.95	72,574.20
Section I (Merrimack County)	\$ 46,767.50	\$ 28,060.50	\$ 55,575.00	\$ 13,893.75	\$ 24,213.00	\$ 3,631.95	45,586.20
Section J (Rockingham County)	\$ 41,107.50	\$ 24,664.50	\$ 55,575.00	\$ 13,893.75	\$ 24,213.00	\$ 3,631.95	42,190.20
Section K (Strafford County)	\$ 13,072.50	\$ 7,843.50	\$ 55,575.00	\$ 13,893.75	\$ 24,213.00	\$ 3,631.95	25,369.20

Power Up Generator

CATEGORY A (Yrly Maint)		CATEGORY B (Hourly)		CATEGORY D (Rental)		WEIGHTED TOTAL	
Offer	Weighted Offer (60%)	Offer	Weighted Offer (25%)	Offer	Weighted Offer (15%)	(Weighted Offer 60% + Weighted Offer 25% + Weighted Offer 15%)	
Section A (Belnap County)	\$ 29,680.00	\$ 17,808.00	\$ 49,674.00	\$ 12,418.50	\$ 33,940.00	\$ 5,091.00	35,317.50
Section B (Carroll & Belnap County)	\$ 7,675.00	\$ 4,605.00	\$ 49,674.00	\$ 12,418.50	\$ 33,940.00	\$ 5,091.00	22,114.50
Section C (Cheshire County)	\$ 7,590.00	\$ 4,554.00	\$ 49,674.00	\$ 12,418.50	\$ 33,940.00	\$ 5,091.00	22,063.50
Section D (Coos County)	\$ 30,260.00	\$ 18,156.00	\$ 49,674.00	\$ 12,418.50	\$ 33,940.00	\$ 5,091.00	35,665.50
Section E (Grafton County)	\$ 28,764.00	\$ 17,258.40	\$ 49,674.00	\$ 12,418.50	\$ 33,940.00	\$ 5,091.00	34,767.90
Section F (Grafton & Sullivan County)	\$ 8,995.00	\$ 5,397.00	\$ 49,674.00	\$ 12,418.50	\$ 33,940.00	\$ 5,091.00	22,906.50
Section G (Hillsboro County)	\$ 47,810.00	\$ 28,686.00	\$ 49,674.00	\$ 12,418.50	\$ 33,940.00	\$ 5,091.00	46,195.50
Section H (Merrimack County)	\$ 59,411.00	\$ 35,646.60	\$ 49,674.00	\$ 12,418.50	\$ 33,940.00	\$ 5,091.00	53,156.10
Section I (Merrimack County)	\$ 34,795.00	\$ 20,877.00	\$ 49,674.00	\$ 12,418.50	\$ 33,940.00	\$ 5,091.00	38,386.50
Section J (Rockingham County)	\$ 27,542.00	\$ 16,525.20	\$ 49,674.00	\$ 12,418.50	\$ 33,940.00	\$ 5,091.00	34,034.70
Section K (Strafford County)	\$ 11,195.00	\$ 6,717.00	\$ 49,674.00	\$ 12,418.50	\$ 33,940.00	\$ 5,091.00	24,226.50

Late Bid: Powers Generator Service

- Section A: Alton, Belmont, Gifford, Laconia, & Sanbornton
- Section B: Conway, Ossipee, & Tarrmouth
- Section C: Charlestown, Keene, Rindge, Swanzey, & Westmoreland
- Section D: Gorham, Lancaster, Pittsburg, Twin Mtn, & W. Stewartstown
- Section E: Benton, Franconia, Haverhill, Lincoln, Littleton, Plymouth, Thorton, & Warren
- Section F: Enfield, Etna, Lebanon, Wentworth, Springfield, Sunapee, & Washington
- Section G: Bedford, Goffstown, Hillsborough, Manchester, Merrimack, Milford, Nashua, & Peterborough
- Section H: Allenstown & Concord
- Section I: Concord, Franklin, Hooksett, Loudon, New London, & Warner
- Section J: Brentwood, Derry, Epping, Hampton, Portsmouth, Rye, Seabrook & Stratham
- Section K: Dover, Farmington, Rochester, Somersworth & Strafford

FM

WEID

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 Massachusetts County of <i>Worfolk</i> On <i>9/12/12</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>[Seal] Tracy J. Daniel</i>		 <p>TRACY J. DANIEL Notary Public Commonwealth of Massachusetts My Commission Expires September 16, 2016</p>	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature <i>Linda M. Hodgdon</i>		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Mark Brun</i> On: <i>OCT 22, 2012</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereaf 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-four (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	<p>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> <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 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 Contractor's nearest dispatch location to requesting agency, regardless of technician's actual dispatch location. Mileage charge shall be the State of NH established rate for all emergency service calls.
- Contractor shall provide one (1) dispatch phone number that shall be available 24/7.
- Acknowledgement via phone -15 minutes from receipt of call
- Power outages on site within 30 minutes of notification acknowledgment if the facility generator is still not operable within 8 hours of initial notification, the Contractor shall supply a rental generator as stipulated below under Section D- Rentals at the selected Turnpike locations, as attached. Selected Turnpike generators shall be fixed within one week after acknowledgement, if not fixed within that time frame the Contractor will be responsible for all rental cost thereafter.

SECTION C – Discount

Discount rate set for in Exhibit B

SECTION D – Rental

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

All generator rental rates are based on the Contractor's 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.

Contractor Initials RAIC
Date 9/12/2012

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 FY'13 (7/1/12 - 6/30/13)	Annual Cost FY'14 (7/1/13 - 6/30/14)	Annual Cost FY'15 (7/1/14 - 6/30/15)
DOT District 3	PS 301	608 Eolan Rd (NH 153)	Conway	1	Generac	SD0060	Diesel	Bradford Allen, 447-1217	Carroll	330	330	330
DRED	Conway Scenic Vista	3654 White Mt Hvy (US 302)	Canway	1	Kohler 20 KW	2DRE02B	Diesel	Jen Cadspoli 271-2665	Carroll	360	340	360
NH Employment Security	Conway Office	518 White Mountain Hwy	Canway	1	Kohler	50 REZG	Diesel #2	Rocky Corier 228-4028	Carroll	N/A	N/A	340
DAS/Bureau Court Facilities	Carroll County Courthouse	96 Waler Village Road	Ossipee	1	Cummings	3000DQHAB	Diesel	Phyllis Nudd 783-1796	Carroll	600	600	600
DOS State Police	Whittier Mountain		Ossipee	1	CAT G20F3S 20 KW	E121660	Propane	Jim Kowalk: 271-2421	Carroll	340	340	340
DOS State Police	Troop E	1864 White Mountain Rd	Tamworth	1	Koehler 50 KW	50 REOZJB	Diesel	Jim Miney 419-9451	Carroll	350	350	350
Depl. of Corrections	Northern NH Cor Facility	138 E. Milan Road	Berlin	3	Caterpillar	3412 SR4B	Diesel	Ted Rydberg 752-0358	COOS	1500	1500	1500
* NH F & G	Berlin Hatchery	York Pond Rd	Berlin	1	Generac	45KW	Propane	Wayne Paschal 449-3412	COOS	325	325	325
* NH F & G	Berlin Hatchery	York Pond Rd	Berlin	1	Generac	100KW	Propane	Wayne Paschal 449-3412	COOS	350	350	350
Adjutant General's Depl.	Berlin RC	2169 River Side Dr.	Berlin	1	Cummings Pwr Gen	100 GSGAA	Diesel	Paul Annis 225-1357	COOS	450	450	450
DOT District 1	Columbia Patrol Shed	8 Grant Road	Columbia	1	Kohler	30REOZJC	Diesel	John Ross 788-4641	COOS	N/A	375	375
DOT District 1	Gorham Patrol Shed	1 Martin Drive	Gorham	1	Kohler	30REOZJC	Diesel	John Ross 788-4641	COOS	N/A	375	375
DRED Division of Parks	Mt. Washington summit	P.O. Box D	Gorham	2	Caterpillar Olympian	D200P3	Kerosene	Mike Peichat - 545-9323	COOS	940	940	940
Adjutant General's Dept.	Lancaster RC	532 Main St.	Lancaster	1	Cummings Pwr Gen	100 GSGAA	Diesel	Paul Annis 225-1357	COOS	480	480	480
DOT District 1	Lancaster Facilities	641 Main St. U.S. Route 3	Lancaster	1	Kohler	50REOZJB	Diesel	John Ross 788-4641	COOS	375	375	375
DRED Trails Bureau	Great N. Woods Mgmt. Area	439 River Road	Pittsburg	1	Miller (Portable)	Blue Star 600 s/n LE21600	Gasoline	Sandy Young 538-6707	COOS	550	550	550
DOS State Police	Troop F	549 Route 302	Twin Mountain	1	Koehler 50 KW	50 REOZJB	Diesel	Jim Miney 419-9451	COOS	400	400	400

Section B

Section D

Contractor Initials RM
Date 9/10/2013

ATTACHMENT A

	DOT District 1	Twin Mt. Patrol Shed	500 Route 302 West	Twin Mountain	1	Onan	10JC	Propane	John Ross 788-4641	COOS	400	400	400
	DOT District 1	Twin Mt. Fuel Facility	500 Route 302 West	Twin Mountain	1	Kohler	16REYG	Propane	Adam White 846-5741	COOS	400	400	400
	DOS State Police	Holden Hill		W. Stewartstown	1	CAT G20F53 20 KW	E12162	Propane	Jim Kowalik 271-2421	COOS	340	360	360
	DHHS	Glenciff Home	393 High St.	Benton	3	Caterpillar	C150 Prime Power	Diesel	Mike Archer 989-3111/1604	Grafton	1620	1620	1620
	DHHS	Glenciff Home	393 High St.	Benton	1	Caterpillar	60 Life Safety	Diesel	Mike Archer 989-3111/1604	Grafton	390	390	390
	DOT District 1	Bufferhill Patrol Shed	327 Bullerhill Rd	Franconia	1	Guardian	54160	Propane	John Ross 788-4641	Grafton	325	325	325
	DRED Cannon Mt. Ski Area	Park Headquarters	Franconia Notch State Park	Franconia	1	Kohler	15R61	Propane	Gareth Statterly 545-4519	Grafton	400	400	400
	DRED Cannon Mt. Ski Area	Summit Station	Franconia Notch State Park	Franconia	1	Caterpillar Olympion	L95AO662-5	Diesel	Gareth Statterly 545-4519	Grafton	420	420	420
	DRED Cannon Mt. Ski Area	Tam Control Power	Franconia Notch State Park	Franconia	1	Onan	12.ODJC-1800/10662AC	Diesel	Gareth Statterly 545-4519	Grafton	290	290	290
	DRED Cannon Mt. Ski Area	Tam Valley Station	Franconia Notch State Park	Franconia	1	Onan	25.ODL6-15R/27832D	Diesel	Gareth Statterly 545-4519	Grafton	375	375	375
	DOT District 2	Patrol 204	3375 Dartmouth College Hwy	Hoverhill	1	Kohler 2005	25 kw	Internal Diesel Tank	Wayne Bigelow 787-6332	Grafton	350	350	350
	DRED	Lafayette Place Campground	14 Lafayette Campground Rd	Lincoln	1	Kohler	50REZG	LP Gas	John Irelan 823-9513	Grafton	365	365	365
	Adjutant General's Dept.	Littleton RC	350 Meadow Rd.	Littleton	1	Cummings Pwr Gen	100 GSGAA	Diesel	Paul Annis 225-1357	Grafton	470	470	470
	DOT District 1	Littleton Patrol Shed	201 Deils Road	Littleton	1	Kohler	5RKM62	Diesel	John Ross 788-4641	Grafton	325	325	325
	Adjutant General's Dept.	Plymouth RC	19 Annary Rd	Plymouth	1	Cummings Pwr Gen	100 GSGAA	Diesel	Paul Annis 225-1357	Grafton	400	400	400
	DOS State Police	Tenney Mountain		Plymouth	1	CAT G20F53 20 KW	E12165	Propane	Jim Kowalik 271-2421	Grafton	350	350	350
	DOT District 3	PS 325	22 Laundromat Drive	Thornon	1	Kohler	30RZGB	Propane	David Moulton, 726-8859	Grafton	325	325	325
*	NH F & G	Warren Fish Hatchery	NH Route 25	Warren	1	Winco	PSS1200-C, 10KW	Propane	Dave Rei 764-8593	Grafton	365	365	365
*	NH F & G	Warren Fish Hatchery	NH Route 25	Warren	1	Caterpillar	G25JH3	Propane	Dave Rei 764-8593	Grafton	365	365	365
	DOT District 2	Distict Office	8 Eastman Hill Road	Enfield	1	Winco 198B	35kw	100-gal stand alone	Jon Johnson 448-2654	Grafton	350	350	350
	DOS State Police	Moose Mountain		Eno	1	CAT G20F53 20kW	E12161	Propane	Jim Kowalik 271-2421	Grafton	340	340	340

Section E

Section F

ATTACHMENT A

Adjutant General's Dept.	Lebanon RC	174 Hepler Rd.	Lebanon	1	Gummings Pwr Gen	100 GSGAA	Diesel	Paul Annis - 225-1357	Grafton	400	400	400
DOT District 2	Ratoff 202	465 East Side Road	Wentworth	1	Kohler 2005	25 kw	Internal Diesel Tank	Cary Welherbee 764-5568	Grafton	335	335	335
DRED	Springfield Rest Area	489 northbound mile mark 42	Springfield	1	Onan 100BDC 2000	100 kw	Internal Diesel Tank	Jennifer Goodispoli 271-2665	Sullivan	360	360	360
DOT District 2	Ratoff 213	8 Post Office Road	Sunapee	1	Kohler 2008	12 kw	Internal Diesel Tank	Reagan Claitor 865-1140	Sullivan	325	325	325
DRED/Division of Parks	Pillsbury State Park	PO Box 1008	Washington	1	Generac	43890	Propane	Norma Reppacci - 239-8155	Sullivan	300	300	300
DAS/Bureau Court Facilities	Dover District Court	25 St. Thomas St	Dover	1	Olympian	D2DPIS	Diesel	Pery Trefelthen 783-1821	Strafford	300	300	300
DAS/Bureau Court Facilities	Rochester Courthouse	74 No. Main St	Rochester	1	KOHLER	20RES	Natural Gas	Bill Anderson	Strafford			
* DOT - Turnpikes	Dover Toll	Spaulding Turnpike	Dover	1	CAT	60KW/240 Volt/Single	Diesel	Vic Dumont 396-1808	Strafford	340	340	340
* DOT - Turnpikes	Dover Maintenance	I-95	Dover	1	CAT	D60-6/60KW/208 Volt/3 Phase	Diesel	Vic Dumont 396-1808	Strafford	375	375	375
DOT District 6	District 6 Office	271 Main Street	Durham	1	Kohler	12.5 RH 62	Propane	Jeff Moore/Mike Lavole 868-1133	Strafford	325	325	325
DOS State Police	Blue Job		Farmington	1	CAT G20F35 20 KW	E121690	Propane	Jm Kowalik 271-2421	Strafford	350	350	350
DAS/Bureau Court Facilities	Rochester Courthouse	76 No. Main Street	Rochester	1	Kohler	14/20RES	Natural Gas	Bill Anderson 783-1820	Strafford	390	390	390
* DOT - Turnpikes	Rochester Toll	Spaulding Turnpike	Rochester	1	CAT	60KW/240 V/Single Phase	Diesel	Vic Dumont 396-1808	Strafford	375	375	375
Adjutant General's Dept.	Somersworth RC	15 Blackwater Rd.	Somersworth	1	Cummings Pwr Gen	100 GSGAA	Diesel	Paul Annis 225-1357	Strafford	425	425	425
Adjutant General's Dept.	NH National Guard	Route 126	Strafford	1	Col Olympian	G100LG2	Diesel	Richard Smith 715-3655	Strafford	350	350	350

Section K

* One hour response time as specified in Section B Emergency calls only. No yrly service needed

SECTION B

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

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

Monday thru Friday 7:30 A.M. to 4:00 P.M.	\$ 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

Contractor Initials RAW
Date 9/12/2012

Contractor Initials RAW
Date 9/12/2012

ATTACHMENT A

Sunday Work	\$ 85 per hour/per person
Holiday Work*	\$ 85 per hour/per person

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

Contractor Initials: BAK
 Date: 01/10/2012

Left Blank Intentionally

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 12th day of September, A.D. 2012

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

William M. Gardner
Secretary of State



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 E-MAIL ADDRESS: lschwarz@elliottwhittier.com		FAX (A/C No.): (978) 977-0850
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	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	<input checked="" type="checkbox"/>	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.					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					PRODUCTS - COM/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					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						PIP-Basic \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	JBN909048901	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
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		QWC4000822	4/1/2012	4/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				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

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Wayne Guyer/CONNIE



Corporate Headquarters
 35 Pequot 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

FM Generator, Inc.

September 12, 2012

CERTIFICATE OF CORPORATE VOTE

I hereby certify that I, Michael Molway, am the Director 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 custodian of the books and records, and Julie Mitchell, the President of the Corporation to execute and legally bind FM Generator, Inc. into contracts on behalf of FM Generator, Inc.

Michael Molway

Signature

Michael Molway

Name (Printed)

9/12/12

Date

Subscribed and sworn to this 12th day of September, 2012 before me.

Tracy J. Daniel

Notary Public

My commission expires on:



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



Corporate Headquarters
 35 Pequot Street
 P.O. Box 52B
 Canton, MA 02021

Phone: 781.828.0026
 Fax: 781.821.2545
 www.fmgenerator.com

24 HOUR EMERGENCY SERVICE

1-800-258-6617

CANTON, MA SPRINGFIELD, MA BURLINGTON, NC

FM Generator, Inc.

SALES SERVICE INSTALLATION MAINTENANCE PARTS

September 12, 2012

To Whom it may Concern,

In accordance with a recent meeting of the board of directors held January 6, 2012, I, Michael Molway, as Director of FM Generator, Inc. do hereby authorize Rebecca King, as its Corporate Secretary and the custodian of the books and records, and Julie Mitchell, as its President, 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,

Michael Molway
 Director
 FM Generator, Inc.

County: Norfolk State: Massachusetts Zip: 02021

Notary Public

On the 12th day of September 2012, there appeared before me, the state and county foresaid a person who satisfactory identified Michael Molway and acknowledge that he execute this document indicated above.

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

My authorization expires:

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

STATE OF NEW HAMPSHIRE BID AFFIDAVIT FORM

Date: October 19, 2012

Company Name: FM Generator Inc
PO Box 528
Canton MA 02021

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

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

The Bidder has read and fully understands this form.

Authorized Signor's Name Printed: Julie Mitchell
 Authorized Signor's Signature: [Signature]
 Authorized Signor's Title: President

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Norfolk STATE: MA ZIP: 02021

On the 19th day of October, 2012, personally appeared before me the above named Julie Mitchell in as/he capacity as authorized representative of FM Generator known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

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

[Signature]
Notary Public/Justice of the Peace

My commission expires _____ PERRECCA A. KING (Date)

