NOTICE OF CONTRACT
(UPDATED CONTACT)

COMMODITY: Generator Maintenance and Repair Services

CONTRACT NO.: 8002105

NIGP: 936-3900

VENDOR: Gemini Dba Power Up Generator
8 Pricilla Lane
Auburn, NH 03032

VENDOR #: 165296 B001

CONTACT PERSON(s): Stacey Connors
Email: stacey@powerupgeneratorservice.com
Office: 603-644-7170
Cell: 603-540-5713

EFFECTIVE FROM: October 26, 2016 Through: August 31, 2019

TERMS: Net 30

QUESTIONS: Jeff Haley, Purchasing Agent
603-271-2202
Jeffrey.Haley@nh.gov
<table>
<thead>
<tr>
<th>Agency</th>
<th>Facility Name</th>
<th>Address</th>
<th>Town</th>
<th>Qty</th>
<th>Generator MFR</th>
<th>Model #</th>
<th>Annual Rate (Sept 2016-Aug 2017)</th>
<th>Annual Rate (Sept 2017-Aug 2018)</th>
<th>Annual Rate (Sept 2018-Aug 2019)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHESHIRE COUNTY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOS State Police</td>
<td>Troop C</td>
<td>15 Ash Brook Court</td>
<td>Keene</td>
<td>1</td>
<td>Koehler 80 KW</td>
<td>100 REO ZB</td>
<td>$480.00</td>
<td>$480.00</td>
<td>$480.00</td>
</tr>
<tr>
<td>DOS State Police</td>
<td>Hyland Hill</td>
<td></td>
<td>Westmoreland</td>
<td>1</td>
<td>CAT G20F3S 20 KW</td>
<td>E12167</td>
<td>$395.00</td>
<td>$395.00</td>
<td>$395.00</td>
</tr>
<tr>
<td>DOT District 4</td>
<td>Patrol 401-</td>
<td>187 Claremont Rd</td>
<td>Charlestown</td>
<td>1</td>
<td>Kohler 30</td>
<td>0 REO Z C</td>
<td>$410.00</td>
<td>$410.00</td>
<td>$410.00</td>
</tr>
<tr>
<td></td>
<td>Fuel Site</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOT District 4</td>
<td>MB 413-Rindge</td>
<td>1972 Route 119</td>
<td>Rindge</td>
<td>1</td>
<td>*Kohler 20 REO Z B</td>
<td>0</td>
<td>$465.00</td>
<td>$465.00</td>
<td>$465.00</td>
</tr>
<tr>
<td>DOT District 4</td>
<td>DO-Swanzeay</td>
<td>19 Base Hill Rd</td>
<td>Swanzey</td>
<td>1</td>
<td>ONAN 30 DEH</td>
<td></td>
<td>$465.00</td>
<td>$465.00</td>
<td>$465.00</td>
</tr>
<tr>
<td>DRED</td>
<td>Summit of Mt</td>
<td>Rt 123 N</td>
<td>Stoddard</td>
<td>1</td>
<td>Cat Olympian G35LG</td>
<td></td>
<td>$385.00</td>
<td>$385.00</td>
<td>$385.00</td>
</tr>
<tr>
<td></td>
<td>Pitcher</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DAS/Bureau Court</td>
<td>Carroll County</td>
<td>96 Water Village Rd</td>
<td>Ossipee</td>
<td>1</td>
<td>Cummings 3000DQHAB</td>
<td></td>
<td>$535.00</td>
<td>$535.00</td>
<td>$535.00</td>
</tr>
<tr>
<td></td>
<td>Facilities</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Carroll County</td>
<td>Courthouse</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CARROLL COUNTY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOS State Police</td>
<td>Whittier Mountain</td>
<td>1864 White Mountain Rd</td>
<td>Tamworth</td>
<td>1</td>
<td>CAT G20F3S 20 KW</td>
<td>E121660</td>
<td>$395.00</td>
<td>$395.00</td>
<td>$395.00</td>
</tr>
<tr>
<td>DOT District 3</td>
<td>PS 301-Conway</td>
<td>608 Eaton Rd (NH 153)</td>
<td>Conway</td>
<td>1</td>
<td>Koehler 50 KW</td>
<td>50 REO Z B</td>
<td>$465.00</td>
<td>$465.00</td>
<td>$465.00</td>
</tr>
<tr>
<td>DOT District 3</td>
<td>PS 311-</td>
<td>328 Middle Rd.</td>
<td>Tuftonboro</td>
<td>1</td>
<td>Generac 5D0060</td>
<td></td>
<td>$465.00</td>
<td>$465.00</td>
<td>$465.00</td>
</tr>
<tr>
<td></td>
<td>Tuftonboro</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOT District 3</td>
<td>PS 312-</td>
<td>1540 Wakefield Rd.</td>
<td>Wakefield</td>
<td>1</td>
<td>Kohler 20 REO Z C</td>
<td>0</td>
<td>$410.00</td>
<td>$410.00</td>
<td>$410.00</td>
</tr>
<tr>
<td></td>
<td>Wakefield</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DRED</td>
<td>Conway Scenic Vista</td>
<td>3654 White Mtn Hwy (US 302)</td>
<td>Conway</td>
<td>1</td>
<td>Kohler 20 KW</td>
<td>2DRE02B</td>
<td>$465.00</td>
<td>$465.00</td>
<td>$465.00</td>
</tr>
<tr>
<td>NH Employment</td>
<td>Conway Office</td>
<td>518 White Mountain Hwy</td>
<td>Conway</td>
<td>1</td>
<td>Kohler 50 REZG</td>
<td></td>
<td>$480.00</td>
<td>$480.00</td>
<td>$480.00</td>
</tr>
<tr>
<td>Security</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Service Rates:**

<table>
<thead>
<tr>
<th>Service Rate</th>
<th>Description</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Monday thru Friday</strong></td>
<td>7:00 A.M. to 4:00 P.M.</td>
<td>$95.00</td>
</tr>
<tr>
<td><strong>Monday thru Friday</strong></td>
<td>4:01 P.M. to 6:59 A.M.</td>
<td>$95.00</td>
</tr>
<tr>
<td><strong>Saturday Work</strong></td>
<td></td>
<td>$140.00</td>
</tr>
<tr>
<td><strong>Sunday &amp; Holiday</strong></td>
<td></td>
<td>$155.00</td>
</tr>
</tbody>
</table>

*Holidays shall be based on State designated holidays*
**SPECIFICATION COMPLIANCE:**

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-four (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 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.
16. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
17. 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.
18. The Contractor's personnel shall observe all regulations or special restrictions in effect at the state agency.
19. The Contractor's 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. 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:

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>TASK</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>IGNITION</strong></td>
<td>Change all spark plugs</td>
</tr>
<tr>
<td></td>
<td>Change points</td>
</tr>
<tr>
<td></td>
<td>Change condenser</td>
</tr>
<tr>
<td></td>
<td>Check distributor cap and rotor and change. If necessary</td>
</tr>
<tr>
<td></td>
<td>Check all ignition wires and replace, if necessary</td>
</tr>
<tr>
<td></td>
<td>Check start solenoid terminals</td>
</tr>
<tr>
<td></td>
<td>Check and adjust choke, when applicable</td>
</tr>
<tr>
<td><strong>ENGINE</strong></td>
<td>Change lube oil</td>
</tr>
<tr>
<td></td>
<td>Change lube oil filter</td>
</tr>
<tr>
<td></td>
<td>Tighten valve covers</td>
</tr>
<tr>
<td></td>
<td>Fill governor sump with lube oil, when applicable</td>
</tr>
<tr>
<td></td>
<td>Lubricate governor linkage</td>
</tr>
<tr>
<td></td>
<td>Service oil bath air cleaner, when applicable</td>
</tr>
<tr>
<td></td>
<td>Check entire unit for noticeable oil leaks</td>
</tr>
<tr>
<td><strong>COOLING SYSTEM</strong></td>
<td>Test coolant protection</td>
</tr>
<tr>
<td></td>
<td>Test coolant alkalinity</td>
</tr>
<tr>
<td></td>
<td>Check water hoses - both upper and lower</td>
</tr>
<tr>
<td></td>
<td>Check bypass hoses</td>
</tr>
<tr>
<td></td>
<td>Check fan belts</td>
</tr>
<tr>
<td></td>
<td>Check engine block heater for operation, when applicable</td>
</tr>
<tr>
<td></td>
<td>Check louver operation</td>
</tr>
</tbody>
</table>
EXHAUST SYSTEM
- Check flexible section for cracks or leaks
- Drain condensation trap, when applicable
- Check exhaust flange gaskets
- Check exhausts muffler and drain, when applicable
- Visually inspect entire exhaust system for leaks

FUEL SYSTEM
- Change primary and secondary fuel filter, diesel only
- Check injector fuel lines, diesel only
- Check flex fuel sections
- Check fuel pump
- Check fuel connections and tighten
- Check fuel solenoid
- Check day tank float
- Check regulator (Gas)
- Add biocide additive to fuel storage tank

BATTERY
- Load test battery
- Check specific gravity of battery
- Check battery voltage
- Clean battery cables and replace
- Clean battery terminal on cables
- Clean battery posts and coat same
- Check fluid level and fill
- Recharge and/or replace

STARTING SYSTEM
- Check starter motor solenoid terminal
- Check starter motor
- Check charge rate on alternator or internal charge circuit
- Check alternator belt

ELECTRICAL
- Check exciter
- Check voltage regulator
- Check rotating diodes
- Check rectifiers
- Check brushes
- Clean collector rings
- Clean carbon deposits
- Check SCR
- Check control panel relays
- Check wiring and terminals
- Check solid-state boards for connections

OPERATIONAL CHECKS
- Start generator and conduct safety shutdown tests for the following:
  - Low oil pressure
  - High water temperature
  - Over speed
  - High air temperature, air-cooled sets only
  - Check voltage output
  - Check frequency (Hz)
  - Record hour meter reading, when applicable
  - Check unit for vibration and any unusual noises
  - Run unit full building load—minimum of 30 minutes

AUTOMATIC SWITCH
- Inspect contactor assembly and connections
- 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

**AUTOMATIC TRANSFER SWITCHES (ATS)**
- 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

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

*Receive prior approval from supervisory personnel before performing this function.
- Reset generator and leave set in the remote position

**GENERAL INSPECTION OF SITE**
- Report any problems to the Agency Contact Person.

This major inspection includes parts, lubricants, coolants, material or labor used in any of the above service level maintenance programs.

*Minor Inspection* to be performed once 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 shall 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, 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:**
- 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. 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.

**INVOICING & PAYMENTS:**
- Invoicing shall be done to the Agency Remit Account on the basis of each service completed. Invoices shall clearly indicate the quantity, description, and packaging, date delivered, contract number, and contract price.